

07-01-2025
Item No.4
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
Appellate Side

WPA No.27021 of 2024
Abdul Haque Laskar
-vs-
Union of India & Ors.

Mr. Nirmalya Biswas ...for the petitioner

Mr. Debajyoti Deb
Mr. Subrata Santra ...for the Union of India

1. Case of the petitioner is that an agreement for licence of cycle-motorcycle-scooter stand at Lot No.LKPR-3 at Lakshmikantapur railway station dated February 15, 2022 was entered in between the Senior Divisional Commercial Manager, Eastern Railway, Sealdah and M/s. Runal Enterprise, South 24 Parganas, represented by its proprietor, the petitioner herein. The agreement is valid from 24th January 2022 till 23rd January 2025, further renewable after completion of three years with 10% enhancement in the rate of licence fee at the option of the administration.
2. The petitioner submits that long prior to expiry of the contractual period he filed an application before the concerned authority seeking renewal of the agreement for licence way back in September 2024. The same is yet to be considered and disposed of.
3. The petitioner alleges that during the pendency of the writ petition, the authority has already floated a tender and that the date of opening and closing of such tender is tomorrow, i.e. on January 8,

2025.

4. The petitioner submits that in the event fresh licensee is selected by the authority, then his prayer for renewal of his agreement for licence will become infructuous.
5. It has also been submitted that the petitioner performed the terms and conditions of the agreement for licence up to the satisfaction of all concerned and that there is no due payable by the petitioner.
6. Upon hearing the respective parties and on perusal of the documents placed before this Court, it appears that the petitioner may not have inherent right of renewal of the agreement for licence, but as there is a provision for renewal in the agreement itself, the petitioner certainly has a right to be considered for renewal of his agreement. The said application for renewal was filed long back and the authority ought to have decided the said application prior to floating the fresh tender for selecting new licensee.
7. Accordingly, the writ petition is disposed of by directing the third respondent – the Senior Divisional Commercial Manager, Eastern Railway, Sealdah Division – to consider the prayer of the petitioner for renewal of his licence in the light of the agreement for licence dated February 15, 2022 which is still subsisting, after giving the petitioner a reasonable opportunity of hearing to put forward his claim and dispose of such application at the earliest but positively prior to finalizing the tender that has already been floated. The said respondent shall ensure that no third party right is created prior to disposal of the petitioner's application. A reasoned order shall be

passed and communicated to the petitioner at the earliest.

8. All parties are to act on the server copy of this order duly downloaded from the official website of this Court.
9. Certified copy of this order, if applied for, shall be made available to the parties.

[Amrita Sinha, J]