

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W. P. (C) No. 469 of 2023

1. Nageshwar Prasad son of late Bengali Saw, age about 72 years, Partner cum Brother of M/S R.L. Prasad & Brothers, resident of village Barkakana, P.O. Barkakana, P.S. Patratu, District Ramgarh-829102 (State of Jharkhand).
2. Krishna Prasad Son of Nageshwar Prasad, age about 50 years, resident of Gujarati Mohalla, near filter House, Village Barkakana, P.O. Barkakana, P.S. Patratu District Ramgarh-829102, (State of Jharkhand).
3. Raju Prasad son of Late Devi Dayal Prasad, age about 52 years, resident of CIC Basti, Village Barkakana, P.O. Barkakana, P.S. Patratu District Ramgarh-829102, (State of Jharkhand).
4. Deepak Prasad Son of Yamuna Prasad, age about 41 years, R/o Barkakana Bazar Village Barkakana, P.O Barkakana, P.S. Patratu District Ramgarh-829102, (State of Jharkhand).
3. Ashok Kumar Prasad son of Yamuna Prasad, age about 43 years, residence of Barkakana Bazar, Village Barkakana, P.O. Barkakana, P.S. Patratu District Ramgarh-829102. (State of Jharkhand).
6. Pappu Prasad Gupta Son of Late Devi Dayal Prasad, age about 35 years, residence of CIC Basti, Village Barkakana P.O. Barkakana, P.S. Patratu District Ramgarh-829102, (State of Jharkhand).
7. Pintu Prasad Son of Late Devi Dayal Prasad, age about 32 years, residence of CIC Basti, Village Barkakana, PO Barkakana, P.S. Patratu District Ramgarh-829102,
8. Suresh Prasad Gupta son of Late Ram Dayal, age about 49 years, residence of Quarter No. 205, Village Barkakana, P.O. Barkakana, P.S. Patratu District Ramgarh-829102, (State of Jharkhand).
9. Brijendra Kumar son of Late Jamuna Prasad, age about 35 years, residence of Barkakana Bazar, Village Barkakana, PO Barkakana, P.S. Patratu District Ramgarh-829102, State of Jharkhand)

..... Petitioners

Versus

- 1.The Chairman, Railway Board, Room No. 256-A, Railway Bhawan, Raisina Road, New Delhi-110001, PO & PS New Delhi
2. Union of India through the Ministry of Railway, Rail Bhawan, New Delhi-110001. PO & PS New Delhi
3. The Additional Director, Indian Railway Catering and Tourism Corporation Limited, o/o 1 Tolstoy Road, Janpath Connaught Place, New Delhi-110001. PO & PS New Delhi
4. The Assistant Manager (Catering) 4th floor Biscouman Bhawan, West Gandhi Maidan Patna, Bihar-800001. PO & PS Patna
5. The General Manager, Eastern Central Railway (E.C.R Hajipur, Vaishali Bihar -844101. P.O & PS Hajipur, Vaishali, Bihar
6. The Chief Commercial Manager Eastern Central Railway (E.C.R) Hajipur, District Vaishali Bihar-84 4101. P.O & PS Hajipur, Vaishali, Bihar
- 7.The Divisional Railway Manager Eastern Central Railway Office at Dhanbadcum Keuduadih, cum JagtaJharkhand-826001 PO & PS Dhanbad, District- Dhanbad.
- 8.The Senior Divisional Commercial Manager E.C Railway Dhanbad Division, Railway Station Dhanbad, Jharkhand 826001. PO & PS Dhanbad, District-Dhanbad.

... Respondents

CORAM: HON'BLE MR. JUSTICE GAUTAM KUMAR CHOUDHARY

For the Petitioner	: Mr. Amit Kumar, Advocate Mr. Ajay Kumar, Advocate
For the UOI	: Mr. Prasant Pallav, ASGI Mr. Anil Kr. Ganjhu, CGC Ms. Shreya Shukla, AC to ASGI

Order No. 11 / Dated : 05.12.2025.

1. Petitioners have filed the instant writ petition under Article 226 of the Constitution of India for quashing the office order dated 25.05.2022 (Annexure-11) and order repetition letter dated 04.08.2022 (Annexure-14) issued by the Senior Divisional Commercial Manager E.C Railway Dhanbad Division (Respondent No. 8) for termination of vending and catering licence with a further prayer for direction to renew and resume by transferring the vending and catering licence in favour of the petitioners in light of the order and direction passed by the Hon'ble Supreme Court of India in W.P.(C) No. 373 of 2017.
2. Petitioners claim that since 1972, the licence was granted in their favour for catering stalls at Barkakana Railway Station under Dhanbad Division issued by East Central Railway to the petitioners of partnership firm and the same has been renewed from time to time.
3. As per the terms and conditions of the licence and the catering policy of the railways, licence which was initially granted was renewed on completion of satisfactory service. Specific reference is made to clause 15.02.01 of catering policy 2005 and clause 17 of the Catering Policy, 2010.
4. It is further contended that catering policy permits inclusion of the name of the family members in the licence held by the vending contractor as well as transfer of licence in the event of death of contractor.
5. The main grievance of the petitioners is that after the death of the R.L. Prasad, the licence has not been renewed in favour of the present writ petitions who happen to be his family members. At present the business of late R.L. Prasad is being handled by senior partner, namely, Mr. Nageshwar Prasad who is the legal heir and successor of the concerned partner.
6. It is argued by the learned counsel on behalf of the petitioners that termination of licence by the impugned letter is in utter violation of W.P.(C)

No. 373 of 2017. It is further argued that the circular of the Ministry of Railway, Government of India dated 27.08.2019 issued by Director (T & C) Railway Board address to Principal Chief Commercial Managers, All Zonal Railways, wherein it has been directed that in compliance of Hon'ble Supreme Court's order in **Union of India & Ors. Vs. Vendors Cooperative Socieity Ltd. & Ors.** to renew all the licences held by the co-operative societies, partnership firms and HUF. By relying on the circular and the judgment of the Hon'ble Supreme Court, the Division of Bench of this Court in W.P.(C) No.3905 of 2024 wherein, the railways were directed on the petition filed by the one Smt. Kalawati Devi to consider the claim of the writ petitioner subject to fulfilment of the conditions as available in the Catering Policy of 2010 and the Commercial Circular No.22 of 2017.

7. It is argued by the learned counsel appearing on behalf of the Railways that counter affidavit has been filed, wherein the specific plea has been taken that several opportunities were granted to the petitioners for submission of requisite documents with regard to their legal status as required for renewal of licence for catering unit in their favour which they failed to produce. The validity of licence had already been expired long back, hence the ultimately the impugned order was issued against the petitioners.
8. It is further contended that as per the arbitral clause dispute, if any, was to be referred to the arbitrator which has not been held by the petitioners. Lastly, it is submitted that the catering units were being operated by M/s Nageshwar Prasad & Brothers and others at various stations of Dhanbad Division since long and last temporary extension was accorded on 31.03.2019. The catering units were running through agreement licence with different partnership firm since long, therefore, for further renewal of the said agreement the occupants of the catering stalls were instructed to submit their documents disclosing their legal status regarding their partnership firm to run the stalls. Since the last extension has expired on 31.03.2019 and they were running their catering stall without proper legal authority and were also consistently poorly performed in rendering services.
9. It is further, argued that on several occasions the petitioners were warned and penalty was imposed for poor performance which is evident from Annexure-R-9 series. In this view of the matter, the licence was fit to be terminated in terms of clause 17.1 of the catering policy 2010.

10. It is further argued that that Commercial Circular No. 22 of 2017 was issued pursuant to the direction of Hon'ble Supreme Court in Civil Appeal No. 618-620/2016 (Annexure-R-3). As per this letter, only those minor catering static unit licensees would be eligible for renewal of their licenses who declare on affidavit that they do not have the license of more than one refreshment room in the category stated therein. It is contended that affidavit to the effect nor more than one catering unit was being operated by the petitioners has not been submitted.
11. At the outset it needs to be noted that High Court does not act as a court of appeal or revision to review or reappreciate the evidence on the basis of which the findings of the order challenge are based in exercise of its writ jurisdiction. Error contemplated to be sufficient for interference should be something where there was flagrant disregard to the rules of procedure or where no particular procedure was prescribed, which may violate the principles of natural justice. An error in the decision or determination itself may also be amenable to a writ of certiorari but it must be a manifest error apparent on the face of the proceedings e.g. when it is based on clear ignorance or disregard of the provisions of law. In other words, it is a patent error which can be corrected by certiorari but not a mere wrong decision. (*See T.C. Basappa v. T. Nagappa, (1954) 1 SCC 905*)
12. Here in the present case, the petitioners seeks a direction in the nature of mandamus for quashing the office order by which vending and catering licence of the petitioners has been terminated and to renew the licence in their favour. Admittedly, they were not the original. A licence creates no interest in the property; it is merely personal permission to use the premises under Section 60 of the Easements Act, 1882. A license is personal to the licensee unless expressly made transferable. Petitioners claim to be the partners in the partnership firm to which original license was granted in 1972. In the partnership firm, M/s R.L. Prasad and brothers, which was constituted on 10.03.1995, it is contended that Clause 9 and 11 of the Catering Policy, 2005 provides for transfer of licence to the spouse/legal heirs in the event of their death. It is argued that R.L. Prasad due to his ill health was incapacitated to carry out his business. From show cause, it is apparent that renewal could not be allowed in terms of the policy as they had failed to furnish necessary documents like affidavit confirming legal status of entity numbers and types

of units held in different locations station wise over Dhanbad and current status. Further, particulars like PAN, GSTIN, Registration Certificate, were also not furnished despite correspondences in this regard. In the absence of these documents, it was not possible for the respondent authority to ascertain whether they fulfilled the eligibility criteria for renewal of licence, there are reference of penalties also been imposed against the petitioners.

13. Under the circumstance, this Court is of the view that petitioners have failed to show any manifest error in the decision of termination of licence of these petitioners.

Writ petition accordingly stands dismissed. Pending Interlocutory Application, if any, is disposed of.

(Gautam Kumar Choudhary, J.)

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