



2025:CGHC:29071

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 4383 of 2022

Arif Khan S/o Late Raees Khan Aged About 43 Years Proprietor M/s Taj Hotel,
R/o Hemu Nagar, Torwa Tehsil And District Bilaspur, Chhattisgarh

--- Petitioner

versus

1 - South East Central Railway Through General Manager, S E R C Head-
Quarters, Bilaspur Zone, District : Bilaspur, Chhattisgarh

2 - Divisional Railway Manager (Commercial) South East Central Railway, D
R M Complex, Bilaspur, Chhattisgarh

3 - The Collector Bilaspur, District- Bilaspur Chhattisgarh.

4 - The Station House Officer Police Station Torwa, District- Bilaspur
Chhattisgarh.

--- Respondents

WPC No. 481 of 2023

Arif Khan S/o Late Rahis Khan Aged About 43 Years Proprietor-M/s Taj Hotel,
R/o Hemu Nagar, Near Railway Over Bridge, Ward No. 42, Torwa, Police
Station Torwa, District-Bilaspur, Chhattisgarh

---Petitioner

Versus

1 - Union of India Ministry of Railway, New Delhi, India

2 - The General Manager South Eastern Central Railway, Bilaspur, District
Bilaspur Chhattisgarh

3 - Divisional Railway Manager (D R M) South Eastern Central Railway,
Bilaspur District Bilaspur Chhattisgarh

4 - Senior Divisional Commercial Manager South Eastern Central Railway,
Bilaspur, District Bilaspur Chhattisgarh

--- Respondents

For Petitioner	:	Mr. Awadh Tripathi, Advocate
For Respondent	:	Mr. Ramakant Mishra, DSG along with Mr.
No.1/UOI		Tushar Dhar Diwan, CGC
For State		Mr. Satish Gupta, GA

(Hon’ble Shri Justice Arvind Kumar Verma)

Order on Board

30/06/2025

1. With the consent of learned counsel for the parties the matter is heard finally.
2. Since the common issue is involved in both the writ petitions therefore they are being heard and decided together by this common order.
3. WPC No.4383 of 2022 has been filed being aggrieved with the action of the respondent authorities i.e. Respondent No.4 whereby the said respondent has refused to grant permission to the petitioner to open the shop after 11 p.m. and the threat is also being extended to implicate the petitioner and his employees in a non-bailable offence if the shop is kept open after 11 p.m.
4. WPC No.481 of 2023 has been filed against the letter dated 10/01/2023 whereby the petitioner has been directed to pay the second installment of license fee of 24X7 convenience store, installed and operated by the petitioner at the circulating area near

PRS of Bilaspur Railway Station.

5. It is the case of the petitioner that the petitioner that on 12/01/2021 & 18/11/2021 advertisement was issued by the SECR inviting applications for opening 24X7 convenience store in the circulating area of the railways for the sale of miscellaneous items for a period of 05 years. Thereafter, after accepting the petitioner's bid letter of acceptance was issued in favour of the petitioner and the petitioner deposited the security amount in favour of the SECR. Since the possession holder of Multi Functional Complex (MFC) were preventing the petitioner to construct/install a convenience store at the place which has been given to him by the railway department. The petitioner preferred an application on 22/03/2022 to Respondent No.4 for identification of location for installation and operation of 24X7 convenience store at circulating area near PRS Bilaspur Railway Station and requested to arrange proper identification of location to start the work at the earliest, however, no steps were taken then the petitioner again on 10/05/2022 requested to arrange immediate joint spot survey of location and the petitioner deposited the security amount in favour of the SECR, however, despite that the petitioner was not allotted specified/identified space for installation and operation of 24X7 convenience store near PRS/Bilaspur circulating area.
6. On 11/08/2022 the petitioner sent letters to the respondents regarding his grievances due to continuous and regular closure of

shop of the petitioner at 11.00 PM and despite having the permission to open the shop for 24X7 the petitioner is being refused to open the shop after 11 p.m. Further, grievance of the petitioner is that though he deposited the security amount in the May, 2022 the petitioner could start his 24X7 convenience store on 01/12/2022 as the specified place was allotted in the month of November 2022, therefore, he prayed that his license fee may be adjusted, however, the respondent sent a demand letter dated 10/01/2023 for payment of second installment of license fee and the same was directed to be deposited at the earliest failing which the petitioner shall be subjected to penal action as per the contract condition.

7. Therefore, by way of these petitions the petitioner pray that the respondent authorities may be directed to adjust the amount of first installment of license fee from 01/12/2022 to next 06 months or reduce the amount of the license fee by 50 % and other items as per the terms of the tender and to cooperate in opening of 24X7 shop.
8. Learned counsel for the respondents would submit that on 23rd September, 2022 respondent No.2, made a correspondence to Respondent No.4 regarding allotment and opening of the 24X7 convenience store. Further learned counsel for Respondents No.1 & 2 is showing the document dated 28/01/2025, which is taken on record, which shows that he sent the notice to the petitioner for stopping the operation of 24X7 Convenience store near gate No.4 at Bilaspur Railway Station immediately on temporary basis as per

para -07 of LOA till further orders.

9. As regards the grievance raised against the respondents No.1 & 2 is concerned since there is an arbitration clause, therefore, the alternative remedy is available to the petitioner.
10. Hon'ble Supreme Court in the matter of **Goyal Rice Industries Vs. State of Punjab (2016) SCC Online P&H 9853** is apt in underscoring the principle that disputes under such agreements are better resolved through arbitration and has held as under:

“9. It is argued by learned counsel for the respondents that the petitioners are claiming paddy out of release order from outside his district. It is further argued that the petitioner has a right of Arbitration as per the Policy, which may be invoked in order to decide the interpretation of the provisions of the Policy of KMS 2015-16 on the basis of which the petitioners may set up their claim for the alleged losses, if any.

10.1 I have heard learned counsel for the parties in detail and also perused the available record. Once, it is not disputed by the respondents that the petitioner has right of seeking arbitration, it would be in the interest of parties to avail the remedy, which is so provided in clause 19 of Custom Milling Policy of 2015-16, which read as under:

“All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever shall be referred to the sole arbitration of the Managing Director of the concerned agency or any person appointed by him in this behalf. There will be no objection to any such appointment that the person appointed is or was an employee of the Food and Supplies Department, Punjab or the concerned agency or that he had to deal with the matter to which the contract relates and that in the course of his duties such an employee of the Food and Supplies Department, Punjab or the concerned agency had expressed views on all or any of the matter in dispute or difference. The award of such arbitration shall be final and binding on the

parties to this contract. It is a term of this contract that in the event of the Arbitrator being transferred or vacating his office or being unable to act for any reason, the Managing Director concerned at the time of such transfer, vacation of office, death or inability shall appoint another person to act as Arbitrator. Such a person shall be entitled to proceed with reference from and the state where it was left by his predecessor. Provided that any demand for arbitration in respect of any claim(s)/dispute between both the parties, under the contract shall be in writing and made within one year of the date of completion or expiry of the period of contract. If the demand is not made within the period, the claim(s) of the Miller shall be deemed to have been waived off and the agency shall be released of all liabilities under the contract in respect of these claims. The cost for and in connection with arbitration shall be the discretion of the arbitrator who may make suitable orders in his award. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 or any statutory re-enactment on modifications thereof shall apply to the arbitration provided under this clause. However, the cases of fraud, theft or misappropriation etc. on the part of the miller are not covered under this clause and in such cases legal proceedings as deemed fit shall be initiated by the agency against the miller as well as against the sureties.”

11. In view of the aforesaid, the parties are relegated to the remedy of arbitration and hence the present petitions are hereby disposed of accordingly.”

11. From the above decision in similar circumstances it has been held that when contractual remedy by way of arbitration is available and the dispute pertains to interpretation of policy or contract terms, parties must avail such remedy rather than invoking the writ jurisdiction. It is ordered accordingly.
12. As regard the grievance raised against Respondent No.3 & 4, learned counsel for Respondent No. 3 & 4 in the return at para 4 it has been

categorically stated that Respondents No.3 & 4 have not restricted the opening of the 24X7 convenience store who has obtained license and necessary permission as per the rules and which is situated in the railway station premises, under the jurisdiction of Respondent No.1 and all the allegations have been made by the petitioner against the Respondents No.3 & 4.

13. From the above it is crystal clear that Respondent No.4 has no objection with regard to opening of the 24X7 convenience store at the Railway Station Bilaspur, Gate No.4.
14. In view of the above, this Court does not find any good ground to grant the reliefs as prayed for in these writ petitions and the same do not call for interference in exercise of extraordinary jurisdiction under Article 226 of the Constitution of India.
15. Accordingly, both the writ petitions are **disposed of** with the aforesaid observation.

SD/-

(Arvind Kumar Verma)
JUDGE

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