



W.P. No.25867/2022

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

| Reserved on | Pronounced on |
|-------------|---------------|
| 11.11.2025  | 14.11.2025    |

**CORAM**

**THE HONOURABLE MR. JUSTICE M.DHANDAPANI**

**W.P. NO. 25867 OF 2022  
AND  
W.M.P. NOS. 24938 & 24939 OF 2022**

M/s.Shiv & Sons  
Thro' its sole proprietor  
Sh. Shiv Bhushan Pandey  
Regs. Office : Pandey House  
Adjacent Godriwala Dham, Surajganj  
Itarsi, Madhya Pradesh.

.. Petitioner

**- Vs -**

1. Union of India  
Thro' the Chairman &  
Chief Executive Officer  
Railway Board, Ministry of Railways  
Room No.256-A, Rail Bhavan  
Raisina Road, New Delhi  
Delhi 110 001.
2. Southern Railway  
Thro' Principal Chief Commercial  
Manager, Commercial Branch  
Chennai.
3. Southern Railway  
Thro' the Senior Divisional



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Commercial Manager  
Madurai Division.

.. Respondents

Writ petition filed under Article 226 of the Constitution of India praying this court to issue a writ of certiorarified mandamus calling for the records relating to the impugned order made by the 2<sup>nd</sup> respondent in his proceedings in File No.SR-HQ0COMM/25/2020-O/oCh.OS1/catg/CommI/Hq/SRI/163024/2022(1) dated 12.09.2022 and quash the same as illegal and consequently direct 2<sup>nd</sup> respondent to consider the petitioner's representation dated 02.08.2022 and extend the petitioner's contract period for the General Minor Unit (GMU) catering stall at PF No.2 & 3 at Madurai Railway Station in question till the subsistence of the status quo as directed by the respondent vide its letters dated 21.05.2019 and 27.08.2019 within the time that may be stipulated by this Hon'ble Court.

For Petitioner : Mr. Anirudh Krishnan, for  
Mr. K.Mohit Kumar

For Respondents : Mr. A.Kumaraguru

### **ORDER**

The denial to renew the catering license issued to the petitioner on the basis of the Catering Policy, 2017, (for short 'Policy 2017' is put in issue before this Court through the present petition.



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2. It is the case of the petitioner that it was awarded a license by the 3<sup>rd</sup> respondent to operate, manage and supply catering services on a General Minor Unit (for short 'GMU') at platform Nos.2 & 3 at Madurai Railway Station on 14.11.2016, which was for a period of five years commencing from 21.12.2016 and ending on 20.12.2021. A Master License Agreement was executed between the petitioner and the 3<sup>rd</sup> respondent on 31.03.2017.

3. It is the further case of the petitioner that on 22.03.2020, due to the imposition of national lockdown due to COVID-19 pandemic, there was an instant cessation of all activities across railway stations all over India and, therefore, the GMU was non-operational for the period from 22.02.2020 to 24.12.2020. It is the further case of the petitioner that the said period was treated as '*dies non*' and the contract was accordingly extended upto 24.9.2020 on the existing terms and conditions. It is the further averment of the petitioner that the license agreement between the petitioner and the 3<sup>rd</sup> respondent is governed by the Catering Policy, 2010 (for short 'Policy 2010').



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4. It is the further averment of the petitioner that renewal of license agreement is governed by the provisions under the Catering Policy, 2010. It is the further averment of the petitioner that the renewal is governed by clause 16 of the Policy, 2010, which provides that in respect of GMUs, allotment is to be made for a period of five years with a provision for renewal after every three years on satisfactory performance and payment of all dues and arrears and withdrawal of court cases. The very same provision is also available under Article 3 of the Master License Agreement.

5. It is the further averment of the petitioner that based on the stipulations in the license agreement and Policy, 2010, the petitioner applied for renewal of license vide letter dated 27.7.2021. However, the said representation was rejected by the 3<sup>rd</sup> respondent citing Article 20.1 and also Policy, 2017, which alone is applicable which did not have provisions for renewal of contracts. However, on the consideration of livelihood, one stall alone could be renewed while other stalls have to be surrendered.

6. It is the further averment of the petitioner that the principal of renewal of only one license per licensee under Policy, 2010 was evolved by the Supreme



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Court in a series of litigation surrounding the question of renewal of licenses of minor units. It is the further averment of the petitioner that Policy, 2010 provided for management of major catering units to be managed by IRCTC, while the minor units were awarded by way of contract. Based on the provisions of Policy, 2010, while South Central Railway granted an initial extension of three years to the existing minor units, but proceeded to call for fresh tenders thereafter, which was put in issue before the Andhra Pradesh High Court in WP (C) No.15072/2013 wherein the Andhra Pradesh High Court held in favour of the Association, against which appeal was filed, which was also dismissed and the Special Leave Petition before the Apex Court ended in favour of the Association. However, while disposing of the above appeal, the Apex Court observed that those licensees, who file an affidavit with a declaration that they do not have the license of more than one shop or kiosk in their name or benami license alone, would be eligible for renewal.

7. It is the further averment of the petitioner that the 1<sup>st</sup> respondent published the Commercial Circular No.20 of 2017 on 27.2.2017, which introduced Policy, 2017, which did not have any provisions for renewal of licenses.



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8. It is the further averment of the petitioner that the 1<sup>st</sup> respondent issued Commercial Circular No.22 of 2017 dated 15.3.2017 referencing the Supreme Court's decision that stipulated for declaration on affidavit that a licensee do not hold more than one license with reference to renewal of licence under Policy, 2010.

9. It is the further averment of the petitioner that the above order was clarified by the Apex Court in its judgment in WP (C) No.373/2017, in which the Apex Court directed that individual licences of members of co-operative societies, HUFs and partnership firms would be renewed on an individual basis and could not be considered as a single unit. It is further averred that along with the aforesaid petition, W.P.(C) No.55/2017 filed by Akhil Bharitya Railway Khan-Pan Licensees Welfare Association was tagged, which was permitted to be withdrawn with liberty to file a fresh petition and in the said order, an order of status quo for a period of two weeks was granted to move the High Court.

10. It is the further averment of the petitioner that the Association aforesaid approached the Delhi High Court by filing W.P. (C) No.13809/2018 challenging the Commercial Circular No.22/2017 dated 15.3.2019 and the Delhi



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High Court effectively extended the status quo granted and it is pointed out that the said Association comprised of license holders of minor units in the form of vendors who operated through trolleys/khomcha/wheel barrow/hand barrow, etc.

11. It is further averred by the petitioner that based on the order of the Delhi High Court, communications were issued by the 1<sup>st</sup> respondent directing the Zonal Railways to maintain status quo as advised in the Board's letter dated 21.5.2019 which is subject to the orders of the Apex Court and the Delhi High Court in the pending petitions.

12. In the aforesaid backdrop, the petitioner sent another representation to the 2<sup>nd</sup> respondent dated 30.8.2021 pointing out the provisions of the Policy, 2010 for renewal and also the orders passed by the Apex Court and the Delhi High Court on the issue of renewals of GMUs and requested the 2<sup>nd</sup> respondent to direct the 3<sup>rd</sup> respondent to abide by the guidelines, which request was also reiterated through letter dated 2.8.0222.



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13. However, the 2<sup>nd</sup> respondent, in reply to the letter dated 2.8.2022 of the petitioner, rejected the request for grant of extension till the subsistence of the status quo on the ground that the said order is applicable only to the members of the petitioner there in before the Delhi High Court and not applicable to all GMUs.

14. It is the further averment of the petitioner that the interpretation given by the 2<sup>nd</sup> respondent to reject the representation of the petitioner is grossly erroneous as at no point of time, the status quo granted was intended only to be in favour of the petitioner before the Delhi High Court and a plain reading of the document would establish that the petitioner is entitled to the benefits conferred through the said order. It is the further averment of the petitioner that the interpretation is inconsistent inasmuch as other zones of the Railways have extended the benefits of the letters to the petitioner. Further, a reading of the letters dated 21.5.2019 and 27.8.2019 would clearly show that the 1<sup>st</sup> respondent has clearly specified that the status quo is extended to Minor Catering Units. When there is no specific orders pointing that status quo is related only a select few licensees, the status quo has to be extended to the



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petitioner as well, but erroneously the respondents have rejected the renewal sought for by the petitioner.

15. It is the further averment of the petitioner that the petitioner's right to livelihood is being violated by the 3<sup>rd</sup> respondent by refusing the renewal of the license or extending the same till the subsistence of status quo despite the petitioner having preferred a representation for renewal of licence dated 27.7.2021. Therefore, left with no efficacious remedy, the present writ petition has been preferred by the petitioner.

16. Learned counsel appearing for the petitioner submits that there is a clear violation of Article 14 of the Constitution inasmuch as the other zones of Railways are extending the benefit of the letters to persons similarly placed like the petitioner, while the respondents herein are rejecting the claim of the petitioner for renewal.

17. It is the further submission of the learned counsel that the directive of the 1<sup>st</sup> respondent dated 27.8.2019 is clear and unambiguous in and by which status quo was ordered to be extended to all Minor Catering Units till final



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determination of questions by the Delhi High Court and the Apex Court, however, without properly advertg to the said communication the 2<sup>nd</sup> respondent had contravened the same and had rejected the claim of the petitioner for renewal, which is grossly perverse, arbitrary and impermissible.

18. It is the further submission of the learned counsel that there is no exception carved out in the order of the Delhi High Court or the Apex Court that the said orders would be applicable only insofar as certain licensees are concerned and that being the case, interpreting an order passed by the Court of law by the respondents is erroneous and if at all the respondents entertained any doubt, the proper course open for the respondents is only to approach the said Court and seek for clarification and the rejection of the claim for renewal made by the petitioner is bad in law.

19. It is the further submission of the learned counsel that the right to life of the petitioner is sought to be hindered, which in turn violates Article 21 of the Constitution, as the act of the 2<sup>nd</sup> and 3<sup>rd</sup> respondents in not renewing the licence of the petitioner is affecting his livelihood.



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20. It is the further submission of the learned counsel that there is a clear disregard of the directions of the 1<sup>st</sup> respondent granting the benefit of status quo to all the catering stalls like the petitioner and excluding the petitioner by not granting renewal hits at the order passed by the 1<sup>st</sup> respondent, which would cause utmost hardship and irreparable loss to the petitioner and, therefore, the same deserves to be interfered with.

21. In support of the aforesaid submissions, learned counsel placed reliance on the decision of the Kerala High Court in ***Rajendra Kumar Ravindrapal Mangla – Vs – Southern Railway & Ors. (W.P. (C) No.22499/2022 – Dated 11.08.2023).***

22. Per contra, learned standing counsel appearing for the respondents submitted that the reliance placed by the petitioner on the orders of the Apex Court and the Delhi High Court are relatable only insofar as Small Vending Units are concerned, which is in the form of Trolley/Khomcha/Dallah/Chhaba/Wheel-Barrow/Hand-Barrow/Tea Balta, etc., of Minor Catering Units and it is not a GMU like the petitioner and, therefore, the orders granted therein would not be applicable to the case of the petitioner.



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23. It is the further submission of the learned counsel that writ before the Delhi High Court relates to renewal of licenses of existing Small Vending Units of Minor Catering Units, but the petitioner is a GMU and, therefore, the said order cannot be taken in aid by the petitioner to seek for renewal.

24. It is the further submission of the learned standing counsel that Policy, 2017 supersedes Policy, 2010 and the Commercial Circular No.20/2017 has been issued based on Policy, 2017 and, therefore, any renewal can be granted only in consonance with the guidelines provided in Policy, 2017. The petitioner being a Minor Catering Unit, is not entitled for renewal under Policy, 2017.

25. It is the further submission of the learned standing counsel that even if renewal is to be granted to the petitioner, it could only be on the basis of the directions issued by the Apex Court, which has restricted that minor catering static unit licensees would be eligible for renewal of their licence only if they declare on affidavit that they do not have the license for more than one minor catering static unit at any railway station over Indian Railways in their name or benami license. The petitioner having not provided any such affidavit, as



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mandated by the Apex Court is not entitled for the relief granted by the Apex Court.

26. It is the further submission of the learned standing counsel that even in respect of the interim orders of the Delhi High Court, the petitioner has not spelt out that it is a member of the Association, which has filed the writ petition before the Delhi High Court and relief having been granted by the Delhi High Court only insofar as the members of the Association, which has filed the writ petition, the petitioner cannot seek to draw any benefit from the said order of the Delhi High Court. Therefore, there is no infirmity or error in the order impugned herein and the same does not require any interference at the hands of this Court.

27. In support of the aforesaid submissions, learned standing counsel pleaded reliance on the following decisions :-

- i) *The Sr. Divisional Commercial Manager & Anr. – Vs – M.Mohamed Akbar (W.A. (MD) No.1566/2018 – Dated 16.10.2020); and*
- ii) *M.Muthukumaran – Vs – Assistant Commercial Manager , Southern Railway (W.P. No.32152/2023 – Dated 15.10.2024)*



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28. This Court gave its careful consideration to the submissions advanced by the learned counsel appearing on either side and perused the materials available on record as also the decisions relied on by the respective parties.

29. The main thrust of the arguments of the petitioner is on the order of the Delhi High Court in W.P. (C) No.13809/2018 dated 15.3.2019, wherein status quo has been ordered to be maintained, which formed the basis of the letter dated 27.8.2019, which is countered by the respondents by submitting that it is relatable and applicable only insofar as the members of the Association in the said writ petition.

30. There could be no quarrel with the fact that the writ petition before the Delhi High Court was on the basis of the order passed by the Apex Court in ***Vendors Co-operative Society – Vs – Union of India & Ors. (WP (C) No.373/2017)*** which petition was heard along with the writ petition filed by Akhil Bhartiya Railway Khan-Pan Licensees Welfare Association in W.P. (C) No.557/2017 and considering the issue involved therein, the Apex Court, while ordering status quo by extending the petitioner's license for a period of two weeks permitted the



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petitioner Association to approach the appropriate High Court for necessary relief.

31. Based on the directions of the Apex Court, the aforesaid Association approached the Delhi High Court by preferring WP (C) No.13809/2018 and the Delhi High Court, vide order dated 15.3.2019, ordered status quo in respect of Minor Catering Units, as existed on 31.3.2019, the relevant portion of which, as captured in the communication of the 3<sup>rd</sup> respondent :-

*"The order dated 26.03.2019 passed by the Hon'ble High Court of Delhi in W.P. (C) No.13809/2018 reads that "Mr.Rajiv Bansal, learned senior counsel appearing for the petitioner states that the petitioner has filed list of members of the petitioner No.1 Association along with licenses under which they are operating. He states that further list of approximately 140 members shall be filed in the Registry within one week from today. I take on record the submission made on instructions by Mr.Rajiv Bansal, that the interim order passed by this Court shall be applicable only to those members who have a valid membership as on the date of passing of interim order by this Court, i.e., December, 20, 2018 as clarified on March 15, 2019."*

*(Emphasis Supplied)*



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32. From the above order passed by the Delhi High Court, which is material in considering the plea of the petitioner herein, unambiguously specifies that the interim order passed with reference to the order of status quo granted on 20.12.2018, which was clarified on 15.03.2019 would be relatable only to the members of the Association, which was the petitioner therein. The said order is not in dispute nor is the portion of the order, which has been extracted in the said communication. When the said order clearly specifies the parties who would stand benefitted by the said order, necessarily the petitioner has to place necessary documents to show that it is a member of the said Association and, therefore, the order of status quo would be applicable to the petitioner as well. However, it is to be noted that such a plea is neither advanced in the writ petition nor canvassed by the petitioner and, therefore, the order of status quo, which has been granted by the Delhi High Court would not in any way enure to the benefit of the petitioner.

33. Turning the attention back to the order of the Apex Court in SLP No.9921 to 9923 of 2014 dated 29.01.2016, wherein it has been ordered as under:-

*“For the reasons stated supra, this Court cannot interfere with the impugned judgment and order of the High Court. The*



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*Civil Appeals are dismissed. The order dated 11.04.2014 granting stay of the impugned order shall stand vacated. We however, make it clear that only those licensees may be eligible for renewal of their licenses who can declare on affidavit that they do not have the license of more than one shop or kiosk in their name or benami license at the railway stations with periodical reasonable increase of license fee. All pending applications are disposed of.*

*(Emphasis Supplied)*

34. While approving the order under challenge, the Apex Court has specifically held that renewal can be sought for only by such of those licensees who do not have more than one shop or kiosk in their name, which should be submitted in the form of a declaration on affidavit.

35. It is not the case of the petitioner that such an affidavit and declaration was not sought for. In fact, the communication of the 3<sup>rd</sup> respondent dated 7.9.2022 clearly reveals that such a declaration was sought for, which has not been provided by the petitioner. In fact, the later decision in *Vendors Co-op. Society case (supra)* has also approved the earlier orders in SLP Nos.9921 to 9923/2014, though with a caveat relating to co-operative societies, partnership



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firm and HUF. It is not the case of the petitioner that it is either a co-operative society or a partnership firm or a HUF.

36. From the decisions of the Apex Court as well as the Delhi High Court, it is implicitly clear that while status quo and a restricted relief was granted to certain entities, the petitioner does not fall within the zone of the entities who were granted the relief and, therefore, the petitioner cannot seek enforcement of his rights through the aforesaid decisions, which are not applicable to his case, that too in the absence of any declaration on affidavit being given by him to the effect that it does not have the license for more than one minor catering static unit at any railway station over Indian Railways either in their name or benami license. Therefore, the petitioner cannot draw any benefit from the aforesaid decisions.

37. In this backdrop, whether Policy, 2017, which superseded Policy, 2010 and which is in force, provides for renewal of the contract, which could be sought for by the petitioner, requires to be considered.



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38. Policy, 2010 under clause 16.1.3 provided for renewal of GMU after a period of three years of satisfactory performance and payment of all dues and arrears in respect of A, B & C category stations. However, the said policy under which the initial contract was entered into between the petitioner and the respondents stood superseded with Policy, 2017, which was issued under Commercial Circular No.20/2017 dated 27.02.2017 and, therefore, on and from the said date, Policy, 2017 alone would be the guiding force in relation to renewal of license and recourse to Policy, 2010 cannot be taken by the licensees.

39. Policy, 2017 provided for Tenure under clause 11 and sub-clause 11.2 thereof provides as under :-

*“11.2 Tenure of Food Plaza shall be for a period of 9 years.  
Tenure of all other catering units (Major Units & Minor Units)  
will be for a period of 5 years only. There will be no further  
extension/renewal, except for units specifically referred to in  
para 3.8.1.”*

40. It is not the case of the petitioner that it is an unit covered under para 3.8.1 and, therefore, exception granted under clause 11.2 cannot be sought for by the petitioner. Under clause 11.2 above, there is a clear mandate that there will be no extension/renewal in respect of Major & Minor Units. The petitioner is



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covered by Policy, 2017 and the petitioner not being a Food Plaza, cannot, after a period of 5 years seek for renewal/extension of the license. There is a clear exclusion of Major and Minor Units from the ambit of renewal clause under clause 11.2 and, therefore, the petitioner, as a matter of right, could not claim for renewal.

41. Reading clause 11.2 along with the decisions of the Apex Court and the Delhi High Court, the petitioner could seek the indulgence of renewal only if it submits a declaration on affidavit that it does not have the license of more than one minor catering unit at any railway station over Indian Railways in their name or benami license.

42. When there is a clear exclusion of the persons like the petitioner from the ambit of application of the interim order of the Delhi High Court and that the petitioner also has not submitted any declaration affidavit to the effect that it does not have more than one license either in its name or benami names, the rejection of the claim of the petitioner for renewal cannot be said to be arbitrary or perverse. In the absence of such a declaration or the petitioner being a member of the Association before the Delhi High Court, rightly applying clause



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11.2, the 3<sup>rd</sup> respondent has rejected the claim of the petitioner for renewal of license, which cannot be interfered with.

43. Though the petitioner and the respondents have relied on certain decisions, which have been taken note of by this Court above, however, the said decisions are not necessary to be adverted to as the whole case revolves around the decision of the Apex Court and the Delhi High Court and the application of Policy, 2017, which have been referenced by this Court in this order.

44. For the reasons aforesaid, there are no merits in the present petition and the same stands dismissed. Consequently, W.M.P. No.24939 of 2022 stands dismissed and W.M.P. No.24938 of 2022 stands closed. There shall be no order as to costs.

**1411.2025**

Index : Yes / No

GLN



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To

1. The Chairman &  
Chief Executive Officer  
Railway Board, Ministry of Railways  
Room No.256-A, Rail Bhavan  
Raisina Road, New Delhi  
Delhi 110 001.
2. The Principal Chief Commercial  
Manager, Commercial Branch  
Southern Railway, Chennai.
3. The Senior Divisional Commercial  
Manager, Southern Railway  
Madurai Division.



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**M.DHANDAPANI, J.**

**GLN**

**PRE-DELIVERY ORDER IN  
W.P. NO.25867 OF 2022**

**Pronounced on  
14.11.2025**



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**W.P. NOS. 25867 OF 2022**

**M.DHANDAPANI, J.**

This matter is listed today under the caption “For Being Mentioned” at the instance of the Registry.

2. It is brought to the notice of this Court by the Registry that in the prayer portion in the preamble part of the order dated 14.11.2025, there is a typographical error in the date of the proceeding, which is shown as 12.09.2022, whereas, it is 13.09.2022. Therefore, it prayed that necessary directions may be issued for correcting the same.

3. Learned counsel appearing on either side fairly submit that they have no objection to making the said correction in the order dated 14.11.2025.

4. In view of the above stand taken by the learned counsel on either side, the prayer portion in the preamble part of the order dated 14.11.2025 shall stand replaced with the following :-



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“Writ petition filed under Article 226 of the Constitution of India praying this court to issue a writ of certiorarified mandamus calling for the records relating to the impugned order made by the 2<sup>nd</sup> respondent in his proceedings in File No.SR-HQ0COMM/25/2020-O/oCh.OS1/catg/CommI/Hq/SRI/163024/2022(1) dated 13.09.2022 and quash the same as illegal and consequently direct 2<sup>nd</sup> respondent to consider the petitioner’s representation dated 02.08.2022 and extend the petitioner’s contract period for the General Minor Unit (GMU) catering stall at PF No.2 & 3 at Madurai Railway Station in question till the subsistence of the status quo as directed by the respondent vide its letters dated 21.05.2019 and 27.08.2019 within the time that may be stipulated by this Hon’ble Court.”

5. Registry is directed to make the aforesaid correction in the order dated 25.11.2025 and issue order copy to the parties.

**19.12.2025**

**GLN**



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**M.DHANDAPANI, J.**

**GLN**

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**19.12.2025**



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