



2025:AHC-LKO:67549-DB

**HIGH COURT OF JUDICATURE AT ALLAHABAD  
LUCKNOW**

**WRIT - C No. - 10263 of 2025**

M/S Kamdhenu Trading Co. Thru. Sole Proprietor  
Deepti Agrawal

.....Petitioner(s)

Versus

Union Of India Thru. General Manager North  
Eastern Railway Allahabad U.P. And 4 Others

.....Respondent(s)

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| Counsel for Petitioner(s) | : | Shivam Sharma |
| Counsel for Respondent(s) | : | A.S.G.I.      |

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**Court No. - 3**

**HON'BLE SHEKHAR B. SARAF, J.  
HON'BLE PRASHANT KUMAR, J.**

1. Heard learned counsel for the petitioner and Mrs. Akansha Dubey, learned counsel for respondent-Union of India.

2. This is a writ petition under Article 226 of the Constitution of India wherein the writ petitioner has filed the present writ petition seeking following prayer:-

*"Certiorari quashing the orders/ communication dated 14.8.2024 (Annexure 9), 16.8.2024 (Annexure 10), 28.8.2024 (Annexure 12), 23.1.2025 (Annexure 14), 3.2.2025 (Annexure 16) 6.2.2025 (Annexure 19) 24.3.2025 (Annexure 21) and 6.5.2025 (Annexure 22) as well as the order/ decision of the competent authority referred to in the orders/ communication dated 14.8.2024 (Annexure 9) and 16.8.2024 (Annexure 10) after summoning the same from the respondents, to the extent of imposition of ground rent for taking delivery of the remainder of the scrap goods auctioned to the petitioner-firm.*

*(ii) Mandamus commanding the respondents to not give effect to the orders/ communication dated 14.8.2024 (Annexure 9), 16.8.2024 (Annexure 10), 28.8.2024 (Annexure 12), 23,1.2025 (Annexure 14), 3.2.2025 (Annexure 16) nexure 16) 6.2.2025 (Annexure 19) 242-2025-2025 (Annexure 21) and 6.5.2025 (Annexure 22) as well as the order/decision of the competent*

*authority referred to in the orders/communication dated 14.8.2024 (Annexure 9) and 16.8.2024 (Annexure 10) after summoning the same from the respondents, to the extent of imposition of ground rent for taking delivery of the remainder of the scrap goods auctioned to the petitioner-firm.*

*(iii) Mandamus commanding the respondents to consider and permit the petitioner-firm to take delivery of the remainder of the scrap goods auctioned to it the petitioner-firm by extending the free delivery period (FDP)/ grant extension of time of 30 days or such period of time as may be stipulated by this Hon'ble Court to lift the scrap, without payment of ground rent."*

3. The factual matrix indicates that the petitioner participated in an e-auction held on 26.04.2024 for PSC Sleeper 52 kg scrap sleepers under the North Eastern Railway Division, spread over an area of 49 kms. The petitioner emerged as the successful bidder for the said lot and as per the terms and conditions the petitioner was required to lift the entire scrap within 50 days from the date of the e-auction.

4. From perusal of the petition, it appears that the petitioner submitted applications seeking extension of time on 11.06.2024, 01.08.2024, 02.08.2024, 14.08.2024, 26.08.2024 and 29.08.2024.

5. It is to be noted that the Railways replied to the petitioner and stated that no extension could be granted to him by letters dated 26.06.2024 and 28.08.2024. The fact of the reply of the letter by the Railways dated 26.06.2024 has been suppressed by the petitioner herein and there is no mention of the said letter whatsoever in the entire petition.

6. It is to be further noted that the petitioner has relied upon several orders where extensions were granted by the Railways. Upon perusal of some of the orders we find that extension orders were granted within a period of two months from the date of expiry of the period for lifting of the said goods. It is clear that in such cases, the railways would have granted the extension on valid and specific reasons.

7. The petitioner has further relied on the Supreme Court order in its own

case, *M/s Kamdhenu Trading Co. vs. Union of India & ors. : Special Leave to Appeal (c) No(s).21175-21176/2022*. Upon perusal of that order, we find that this order was passed by the Supreme Court arising out of a final judgment and order of the High Court dated October 26, 2022. In that matter, the period for lifting the goods had expired on 23.03.2022, and the petitioner had obviously filed a writ petition soon after seeking extension. Upon perusal of the Supreme Court's order, we find that there is no ratio laid down in the said order and the Supreme Court after suggesting to the parties that an amicable settlement may be reached has passed the order subject to payment of demurrage to the authorities. This order was clearly an order passed under Article 142 of the Constitution of India to do complete justice and does not lay down any principle of law that we are required to follow.

8. In any case, we find that the facts in present writ petition are clearly distinguishable from the Supreme Court's order referred to above wherein the Supreme Court had applied Article 142 as the petitioner in that case had approached the High Court within a reasonable period. In the present case, the petitioner has approached the High Court after a period of one year and four months from the expiry date.

9. We do not find any reason to ignore the statutory provisions or the terms and conditions of the e-auction and pass an order in favour of the petitioner. We are of the view that no statutory right of the petitioner has been infringed upon by the railway authorities. Allowing the petitioner to lift the scrap material after a lapse of sixteen months would open the flood gates to such kind of litigation wherein the entire purpose of providing the timeline for lifting the scrap goods would become infructuous and otiose.

10. Owing to the fact that we have not found any infraction of law by the respondents, we refrain from interfering in the said matter. The writ petition is accordingly **dismissed**.

(Prashant Kumar,J.) (Shekhar B. Saraf,J.)

**October 30, 2025**

Saurabh Yadav/-