IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11989 of 2026

CNR No. BRHC010805792026

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M/s A.H. Wheeler and Co. (Pvt.) Ltd. Acompany registered under the Indian Companies Act, 1953 having its registered Office at 23, Lal Bahadur Shashtri Marg, Prayagraj through its authorised signatory Mr. Mandeep Kumar Srivastava, aged about 46 years, Son of Amrendra Kumar Srivastava, resident of 870A, Dariyabad, P.O. and P.S. Dariyabad, District Prayagraj, Uttar Pradesh - 211 002.

... ... Petitioner/s

Versus

1. The Union of India Through the Ministry of Railways, Government of India.
2. The Chairman Railway Board, Ministry of Railways, Rail Bhawan, Rafi Marg, New Delhi.
3. The Chief Commercial Manager (Passenger Services), East Central Railway, Hajipur.
4. The Senior Divisional Commercial Manager, East Central Railway, Sonpur Division.
5. The Divisional Railway Manager (Commercial), East Central Railway, Samastipur Division.

... ... Respondent/s

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Appearance :
For the Petitioner/s : Mr. Jai Vardhan Narayan, Adv.
For the Respondent/s : Mr. Dr. Krishna Nandan Singh, Sr. Adv. (ASGI)
UOI Mr. Shivaditya Dhari Sinha, Sr. Panel Counsel

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CORAM: HONOURABLE MR. JUSTICE GIRIJISH KUMAR

ORAL ORDER

5 29-10-2026 Heard learned counsel appearing on behalf of the petitioner and learned counsel appearing on behalf of the Union of India.

2. In the present writ application, the petitioner has prayed for grant of following relief/s :-

I. Issue a writ in the nature of Mandamus or any other appropriate writ, order or direction

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commanding the Respondent Railway Authorities to reckon the contractual tenure of the petitioner's Multi-Purpose Stalls (MPS) at Barauni, Hajipur, Sonpur, Khagaria and Mansi stations from the actual dates of commencement of operations pursuant to the Work Order dated 19.04.2022, namely 25.06.2022 (Barauni), 02.07.2022 (Hajipur), 30.07.2022 (Sonpur), 05.08.2022 (Khagaria) and 05.08.2022 (Mansi), instead of the date of Letter of Acceptance dated 10.09.2021:

II. Direct the Respondent Railway Authorities to revise the contract period and expiry dates of the petitioner's MPS units accordingly, so as to grant the petitioner the full contractual tenure of five years from the actual commencement of operations.

III. Direct the Respondent Railway Authorities to recalculate and adjust the license fee liability of the petitioner's MPS units in accordance with the actual commencement dates of operations, and to refund/adjust any excess amounts already deposited by the petitioner from 01.09.2021 till the actual commencement dates.

IV. Issue a writ of Certiorari or any other appropriate writ, order or direction quashing any demand notices, communications or actions of the

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Respondent Railway Authorities which treat 01.09.2021 as the commencement date of the petitioner's MPS contracts, and thereby impose liability for license fees for a period during which the petitioner was not permitted to operate.

V. Issue a writ of Prohibition restraining the Respondent Railway Authorities from taking any coercive steps against the petitioner, including cancellation of contracts or forfeiture of deposits, on the basis of alleged non-payment of license fees calculated from 01.09.2021.

VI. Pass such other order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case, to secure justice and protect the livelihood of thousands of families dependent upon the petitioner's stalls.

3. Learned counsel appearing on behalf of the petitioner submits that the Letter of Acceptance dated 10.09.2021, issued by the East Central Railway and annexed as Annexure P/2 to the writ application, stipulated under Clause 1 that the conversion of book stall trolleys into Multi-Purpose Stalls (MPS)/trolleys would be effective from 01.09.2021 for a period of five years. The petitioner accepted the terms and

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conditions stipulated therein and, pursuant thereto, proceeded to perform the work. It is submitted that the petitioner is now seeking to reckon the aforesaid period of five years from 19.04.2022, the date on which the Work Order (Annexure P/4) was issued in his favour, rather than from 01.09.2021, as stipulated in the Letter of Acceptance.

4. On the other hand, learned counsel appearing on behalf of the Union of India submits that the terms of the Letter of Acceptance unambiguously provide that the conversion of book stall trolleys into Multi-Purpose Stalls (MPS)/trolleys was to take effect from 01.09.2021 for a period of five years. It is further submitted that the said letter expressly provides that there is no provision for extension of the contract beyond the period of five years. Learned counsel also draws the attention of this Court to Clause 15 of the Letter of Acceptance (Annexure P/2), which stipulates that, upon completion of the five-year contractual period, the MPS shall be allotted in accordance with the provisions of the New MPS Policy and the petitioner shall have to participate in the normal tendering process. It is an admitted position that the aforesaid period of five years expired on 31.08.2026.

5. Having heard learned counsel appearing on behalf

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of the parties and upon consideration of the materials available on record, this Court finds that the Letter of Acceptance dated 10.09.2021 (Annexure P/2) expressly stipulated the commencement of the contractual period from 01.09.2021 for a period of five years. The petitioner accepted the terms and conditions of the said Letter of Acceptance and acted pursuant thereto. It is not in dispute that, during the aforesaid period of five years, the petitioner did not raise any grievance or challenge the terms and conditions stipulated in the Letter of Acceptance before this Court.

6. This Court does not appreciate the conduct of the petitioner in questioning the aforesaid terms and conditions only after the expiry of five years approximately from the date of issuance of the Letter of Acceptance. The petitioner having accepted the terms and conditions and acted upon them without raising any objection during the contractual period, the petitioner has approached this Court at the fag end of the contractual period and now the contractual period has expired.

7. In the aforesaid circumstances, since petitioner was slept over for almost five years, therefore, this Court is of the view that the contractual period of five years has already been expired on 31.08.2026 and at present no cause of action survives

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for consideration in the present writ application. Moreover, Clause 15 of the Letter of Acceptance clearly provides that, upon expiry of the contractual period, the petitioner is at liberty to participate in the normal tendering process in accordance with law, if so advised.

8. Accordingly, this Court does not find any merit in the present writ application.

9. The writ application is, accordingly, dismissed.

10. All pending interlocutory application(s), if any, shall also stand disposed of.

11. Any interim order passed earlier in the present case shall stand vacated.

(Girijish Kumar, J)

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