IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16152 of 2026

CNR No. BRHC011073262026

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Sanjeev Kumar Singh, Son of Late Kameshwar Singh resident of village-Barua, P.S.-Dighwara, District - Saran at Chapra, Proprietor of Maa Bhawani Foods having its registered office at Ratanpura, P.S.- Bhagwan Bazar, District - Saran at Chapra

... ... Petitioner/s

Versus

1. The Union of India through the Chairman and CEO Railway Board, Rail Bhawan, Raising Road, New Delhi.
2. The Director, Tourism and Catering, Railway Board, New Delhi
3. Director, Passenger Marketing, Railway Board, New Delhi
4. General Manager, East Central Railway, Hajipur.
5. The Principle Chief Commercial Manager, East Central Railway, Hajipur.
6. Division Rail Manager (Commercial), Sonpur, Distt.- Saran.
7. Assistant Commercial Manager (TC/Catering), Sonpur, Distt.- Saran.

... ... Respondent/s

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Appearance :
For the Petitioner/s : Mr. Dewendra Narayan Singh, Adv.
For the Respondent/s : Mr. Satyabir Bharti, Sr. Adv.
Mr. Shivaditya Dhari Sinha, Adv.

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CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL ORDER

2 05-11-2026 Heard Mr. Dewendra Narayan Singh, learned Advocate appearing on behalf of the petitioner, and Mr. Satyabir Bharti, learned Senior Advocate, duly assisted by Mr. Shivaditya Dhari Sinha, learned Advocate, appearing on behalf of the Union of India.

2. The petitioner, who is the proprietor of Maa Bhawani Foods, has approached this Court seeking a direction upon the respondent authorities to extend the period of his

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contract for operating the Catering Stall/General Minor Unit No. 5, situated at Platform Nos. 2/3 of Hajipur Railway Station, for a further period of three months in the light of the order dated 30.05.2024 passed by the Hon'ble High Court of Delhi in W.P. (C) No. 2501 of 2023 and analogous cases, as well as the subsequent order dated 09.08.2024 passed in L.P.A. No. 767 of 2024. The petitioner further seeks an extension of four months in the light of the order passed by the Hon'ble Supreme Court in S.L.P. (C) No. 19229 of 2024, titled "***M/s S. Veer and Co. Graduate Partnership Concern and Anr. v. Union of India & Ors".***

3. Learned Advocate appearing on behalf of the petitioner, referring to the aforesaid judicial orders and other decisions brought on record, submits that similarly situated licensees, whose contractual periods had already expired, were granted further extensions of three to four months, notwithstanding the fact that their original contractual periods had already been extended previously. It is contended that the petitioner has been discriminated against, inasmuch as, despite his representation seeking similar relief, the respondent authorities have not extended the benefit to him. It is further submitted that, pursuant to the tender notice dated 28.03.2018 issued by the

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Divisional Railway Manager (Commercial), East Central Railway, Sonpur Division, the petitioner was granted a Letter of Award for operating the catering stall at Hajipur Railway Station. While the petitioner was operating the said catering unit, a letter dated 13.06.2022 was issued by the Senior Divisional Commercial Manager, Nanded Division, South Central Railway, whereby the benefit of the dies-non period was extended to the licensee contractors. It is contended that similar benefits were also extended to other catering stalls and units. Learned Advocate further places reliance upon certain decisions rendered by this Court, whereby similarly situated licensees were granted extensions of three to four months in their respective contractual periods. In this regard, the petitioner has also submitted a representation before the Divisional Railway Manager (Commercial), Sonpur Division, East Central Railway, a copy whereof has been brought on record as Annexure P-7 to the writ petition.

4. Per contra, learned Senior Advocate appearing on behalf of the respondent authorities submits that the petitioner's request for extension of the contractual period by three months was duly considered sympathetically, and accordingly, the contract period was extended from 22.08.2026 to 21.11.2026,

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subject to payment of the stipulated amount. It is, however, contended that the petitioner's further request for an additional extension is wholly misconceived, particularly in the absence of any statutory provision or enabling stipulation in the agreement entitling him to claim such extension as a matter of right.

5. Having considered the rival submissions advanced on behalf of the respective parties and upon perusal of the materials available on record, this Court finds that the petitioner has sought parity with similarly situated licensees who, under comparable circumstances, were granted extensions of their respective contractual periods pursuant to orders passed by different Courts. It is evident that such extensions were granted, *inter alia*, upon consideration of the extraordinary circumstances arising out of the COVID-19 pandemic and the consequential disruption of contractual activities.

6. In the aforesaid circumstances, and particularly in view of the judicial orders relied upon by the petitioner, this Court is of the considered view that the representation submitted by the petitioner deserves consideration by the competent authority in the light of the aforesaid judicial pronouncements.

7. Accordingly, without expressing any opinion on the merits of the petitioner's claim for further extension, this writ

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petition is disposed of with a direction to the Divisional Railway Manager (Commercial), Sonpur Division, East Central Railway, to consider and take an appropriate decision on the petitioner's representation (Annexure P-7), keeping in view the orders passed by the Hon'ble High Court of Delhi, the Hon'ble Supreme Court, as well as the decisions of this Court relied upon by the petitioner.

8. It is expected that the aforesaid exercise shall be completed and the decision so taken shall be duly communicated to the petitioner before the expiry of the presently extended contractual period, i.e., on or before 21.11.2026.

9. With the aforesaid observations and directions, the writ petition stands disposed of.

(Harish Kumar, J)

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