GAHC010200602026

2026:GAU-AS:15135

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/2875/2026

M/S BABUL PATHAK AND ANR
A PROPRIETORSHIP CONCERN CARRYING ON BUSINESS FROM UTTAR GOPAL NAGAR
NOONMATI
GUWAHATI-781020
DISTRICT KAMRUP METRO
ASSAM
REPRESENTED THROUGH ITS PROPRIETOR
AND IS ENGAGED IN BUSINESS ACTIVITIES INCLUDING THE PRESENT PROJECT CONCERNING INSTALLATION
OPERATION AND MAINTENANCE OF A PORTABLE WEIGHBRIDGE

2: BABUL PATHAK
PROPRIETOR OF M/S. BABUL PATHAK A PROPRIETORSHIP CONCERN CARRYING ON BUSINESS FROM UTTAR GOPAL NAGAR
NOONMATI
GUWAHATI-781020
DISTRICT KAMRUP METRO
ASSAM
VERSUS

UNION OF INDIA AND 4 ORS
REPRESENTED BY THE SECRETARY
MINISTRY OF RAILWAYS
RAILWAY BOARD
RAIL BHAWAN
NEW DELHI - 110001.

2:UNION OF INDIA
REPRESENTED BY THE THE GENERAL MANAGER
N.F. RAILWAY
MALIGAON
GUWAHATI

ASSAM -781011.

3:ADDITIONAL DIVISIONAL RAILWAY MANAGER
N.F. RAILWAY HAVING OFFICE AT MALIGAON
GUWAHATI
ASSAM - 781011.

4:SENIOR DIVISIONAL COMMERCIAL MANAGER
LUMDING DIVISION
N.F. RAILWAY
MALIGAON
GUWAHATI
ASSAM -781011.

5:ASSISTANT COMMERCIAL MANAGER
GUWAHATI
N.F. RAILWAY
MALIGAON
GUWAHATI
ASSAM - 781011.

For the Petitioner(s) : Mr. Divyansh Rathi, Advocate

For the Respondent(s) : Mr. S. S. Roy, CGC

BEFORE
HONOURABLE MR. JUSTICE DEVASHIS BARUAH

ORDER

Date : 06.10.2026

Heard Mr. Divyansh Rathi, the learned counsel appearing on behalf of the Petitioners and Mr. S. S. Roy, the learned CGC appearing on behalf of the Railway Administration.

2. The present writ petition has been filed by the Petitioners assailing the communication dated 25.05.2026 whereby the Letter of Acceptance issued on 31.03.2026 was cancelled

unilaterally without providing an opportunity to the Petitioners.

3. Mr. Divyansh Rathi, the learned counsel appearing on behalf of the Petitioners submitted that in the Letter of Acceptance dated 31.03.2026 more particularly at Clause 1.25, the termination by the railways is permissible on account of operating exigencies. However, there is a requirement of issuance of one month's notice of termination. Taking into account the said submission, this Court finds it relevant to reproduce Clause 1.25 of the Letter of Acceptance dated 31.03.2026 herein below:

> "***1.25*** ***Termination by Railways on account of operating exigencies:*** *It may become necessary for Railways to terminate the contract due to various operating exigencies like change in policies, development work etc. In such contingencies, Railway will give 01 (one) months' notice of termination and the contract will be terminated. In such cases, the security deposit and leftover license fee will be refunded to the party after deducting the dues, if any, payable to the Railways from the party. No other claim in this regard shall be entertained by the Railway."*

4. From a perusal of the above quoted Clause, it would be seen that if it becomes necessary for the railways to terminate the contract due to various operating exigencies like change in policies, development work, etc., in such contingencies, railways will give one month's notice of termination, and the contract will be terminated. In the instant case, admittedly, there was no

such notice.

5. Considering the above, this Court interferes with the communication dated 25.05.2026 on the ground that the Railway Authorities have cancelled the Letter of Acceptance dated 31.03.2026 without providing the Petitioners a notice as is mandated under Clause 1.25 of the Letter of Acceptance dated 31.03.2026.

6. Accordingly, the instant writ petition therefore stands disposed of with the following observations and directions:

(i) The communication dated 25.05.2026 by which the Letter of Acceptance dated 31.03.2026 was cancelled is set aside and quashed.

(ii) This Court grants liberty to the Railway Authorities to issue a notice in terms with Clause 1.25 of the Letter of Acceptance dated 31.03.2026, if there is a requirement for termination on account of operating exigencies.

(iii) Mr. S. S. Roy, the learned CGC appearing on behalf of the Railway Administration submitted that such notice would be issued within 15 days. Considering the above, this Court directs that till the issuance of such notice and a decision so taken thereupon, the status

quo as on today shall be maintained.

JUDGE

Comparing Assistant