

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P. (C) No. 5674 of 2025

Smt. Kalawati Devi, W/o Late Dipti Singh, R/o Dwarika Puri, Power House, Road No. 3, Chutia, P.O. & P.S.-Chutia, District-Ranchi
..... Petitioner

Versus

1. The Union of India, through Chairman-cum-Chief Executive Officer, New Delhi
2. The General Manager, South Eastern Railway, Kolkata (West Bengal)
3. The Chief Commercial Manager, South Eastern Railway, Kolkata (West Bengal)
4. The Chief Commercial Manager (Catering & P.S.), South Eastern Railway, Kolkata (West Bengal)
5. The Divisional Railway Manager, South Eastern Railway, Ranchi Division, Ranchi (Jharkhand)
6. The Senior Divisional Commercial Manager, South Eastern Railway, Ranchi Division, Ranchi (Jharkhand)
7. The Assistant Commercial Manager, South Eastern Railway, Ranchi Division, Ranchi (Jharkhand)
..... Respondents

With

Cont. Case (Civil) No. 11 of 2026

Smt. Kalawati Devi, W/o Late Dipti Singh, R/o Dwarika Puri, Power House, Road No. 3, Chutia, P.O. & P.S.-Chutia, District-Ranchi
..... Petitioner

Versus

1. Mr. Satish Kumar, Chairman and C.E.O., Railway Board, Ministry of Railway, Government of India, New Delhi
2. Mr. Anil Kumar Mishra, General Manager, South Eastern Railway, Kolkata (West Bengal)
3. Mr. Arvind Singh, Chief Commercial Manager, S.E. Railway, Kolkata (West Bengal)
4. Mr. Upendra Singh, Chief Commercial Manager (Catering & PS), South Eastern Railway, Kolkata (West Bengal)
5. Mr. Arjun Mazumdar, Deputy Chief Commercial Manager (PS, Catering or Spl), South Eastern Railway, Kolkata (West Bengal)
6. Mrs. Suchi Singh, Senior Divisional Commercial Manager, South Eastern Railway, Ranchi Division, Ranchi
7. Mrs. Karuna Nidhi Singh, Divisional Railway Manager, South Eastern Railway, Ranchi
8. Mr. Anil Jerai, Assistant Commercial Manager, (FM & PS), South Eastern Railway, Ranchi
9. Union of India
10. The State of Jharkhand

..... Opp. Parties

CORAM
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioner: Dr. A.K. Singh, Advocate
[in both cases]
For the Respondents: Mr. Prashant Pallav, A.S.G.I.
Ms. Shivani Jaluka, A.C. to A.S.G.I.
[in both cases]

07/27.04.2026

W.P. (C) No. 5674 of 2025:

1. Heard learned counsel for the parties.
2. With the consent and at the request of learned counsel for the parties, this petition is heard finally.
3. The petitioner, who is 76 years old widow, seeks the quashing of termination order dated 11.06.2025 of the license to operate a stall on the railway platform at Ranchi Railway Station and for further direction to renew her license in terms of Circular No. 35 of 2010 and the decision of the Hon'ble Supreme Court rendered in the case of ***Senior Divisional Commercial Manager & Others vs. S.C.R. Caterers*** reported in ***(2016) 3 SCC 582***.
4. The record indicates that the petitioner's husband was a licensee in respect of the small food stall at the Ranchi Railway Station platform since 1994. However, he expired in 2000. After that, the license was issued/transferred to the petitioner being a widow of the deceased licensee. This license was renewed from time to time i.e., in 2002, 2007 and 2012 as per the applicable catering policies.
5. On 17.07.2015, however, the petitioner was directed to vacate the food stall and pursuant to this letter, on 21.07.2015, the petitioner's stall and the petitioner were physically removed from the platform.
6. The petitioner filed a petition before this Court which was disposed of with a direction to consider the petitioner's representation. Since the petitioner's representation was rejected on 12.06.2024, the

petitioner was forced to file yet another petition i.e., W.P. (C) No. 3905 of 2024.

7. In this petition, the order dated 12.06.2024 was set aside, and directions were issued to the respondents to consider the petitioner's application for renewal of the license. Pursuant to this Court's order, the respondents renewed the petitioner's license on 14.10.2024 for a period of three years with certain conditions, including payment of the earlier dues.
8. Following this renewal, the petitioner was restored to the railway platform, where she, assisted by her daughter, resumed her petty business. However, such restoration was short-lived because, by the impugned communication dated 11.06.2025, the renewed license was terminated, invoking Article 15 of the Master License Agreement.
9. It is this communication dated 11.06.2025 that the petitioner challenges in this petition. The petitioner also seeks relief of further renewal under the 2010 Policy, read with the decision of the Hon'ble Supreme Court referred to above.
10. Dr. A.K. Singh, learned counsel for the petitioner, submitted that the impugned termination communication dated 11.06.2025 is ex facie, arbitrary, illegal and in violation of the principles of natural justice and unfair play. He pointed out that the allegations of failure to provide satisfactory services or of non-adherence to the required performance level were entirely vague, and, based on such allegations, a widow could not have been ousted from the railway platform. He submitted that such ouster is contrary to the law laid down by the Hon'ble Supreme Court in the case of ***S.C.R. Caterers (supra)***.

11. Dr A K Singh submitted that all dues were paid; therefore, there was no question of imposing any penalties. He also submitted that for the period between 2015 and 2024, the petitioner was illegally deprived of her place on the railway platform. He therefore wondered how, during this period, any dues would be payable to the railway authorities.
12. Dr A K Singh, on instructions, and strictly under protest or without prejudice, submitted that the alleged dues reflected in the communication dated 20.05.2025 (Annexure-24), amounting to Rs. 1,35,359/-, would be paid by the petitioner, because the petitioner is finding it extremely difficult to sustain herself and provide a livelihood for her family. He, however, submitted that liberty may be granted to the petitioner to represent to the respondents for the refund of this amount or at least a substantial portion of this amount because, according to the petitioner, this amount is not due and payable.
13. Dr A K Singh submitted that since no dues were payable, penalties should not have been imposed upon the petitioner for the alleged non-payment of such dues. He also submitted that the 2010 Policy specifically allows inclusion of her daughter's name when renewing the license. He submitted that an appropriate direction in this regard is also liable to be issued to the respondents.
14. Mr Prashant Pallav, learned A.S.G.I., submitted that the impugned termination letter dated 11.06.2025 was strictly in accordance with Article 15 of the Master License Agreement. He pointed out that there was full compliance with the principles of natural justice, inasmuch as on three separate occasions the petitioner was counselled to amend/set right the deficiencies pointed out. Despite assurances, there was no improvement in the petitioner's services.

He submitted that this is validated by the inspection reports submitted from time to time.

15. Mr Prashant Pallav submitted that in terms of the Master License Agreement, fines were imposed in a phased manner, i.e., Rs. 500/- in the first instance, Rs. 1000/- in the next, Rs. 5,000/- in the third and Rs. 50,000/- in the fourth. However, the petitioner did not bother to even pay the fines or improve her services. Mr Prashant Pallav submitted that the impugned termination letter was issued only in the above circumstances. He reiterated that there was neither any failure of natural justice nor any breach of the contractual provisions.
16. Mr Prashant Pallav referred to the detailed averments in the counter affidavit filed on behalf of the respondents and also pointed out paragraph No. 106 of the petitioner's rejoinder, in which these detailed averments were not countered. He submitted that a vague allegation about the termination letter being whimsical and arbitrary cannot be treated as a denial or in any event, constitutes an evasive denial which is not a denial in terms of the law. In any event, he submitted that there were documents/records regarding the counselling, warnings and fines imposed upon the petitioner.
17. For all the above reasons, Mr. Prashant Pallav, learned A.S.G.I., submitted that this petition may be dismissed. He also submitted that there is no policy for including her daughter's name while the original licensee is still living.
18. The rival contentions now fall for our determination.
19. As noted earlier, this is not a case of some fresh license issued to the petitioner, who is admittedly a widow of the earlier licensee, to operate a food stall at the railway platform. Her husband operated

this food stall under a license from the respondents from 1994 to 2000. Upon his demise, the license was transferred/granted to the petitioner herein.

20. The record also shows that the petitioner has operated the stall from 2000 to 2015 without any interruption and based upon the periodic renewals in terms of the railways' catering policy as applicable from time to time.
21. In 2015, the petitioner was removed from the platform. From the documents regarding such renewal, we find that the same was quite unfair and not in accordance with the legal procedures. At least the documents on record do not show why the petitioner was summarily removed from the platform. There is no record of any compliance with principles of natural justice and fair play before such removal.
22. The petitioner was forced to file at least two writ petitions before this Court seeking redress for her removal from the platform despite having a valid license to operate the food stall. The petitioner pointed out that relief was granted in similar circumstances to those of certain others. These writ petitions were disposed of mainly by directing the respondents to consider the petitioner's representation. On the first occasion, the representation was rejected. However, after the rejection was set aside by this Court, the railways, by their communication dated 14.10.2024, renewed the petitioner's license and permitted her to operate a food stall on the railway platform.
23. Even before a year had expired, however, the impugned termination letter dated 11.06.2025 terminated this renewed license. The impugned communication refers to four reasons:

- a. Continuous failure to provide satisfactory services;

- b. Non-adherence to the required performance level;
 - c. Non-submission of Railway dues for the previous contract period; and
 - d. Failure to pay the imposed penalties despite a series of reminders.
24. As for the first two reasons, at least in the facts of this case, we believe they are quite vague. Although there is reference to counselling and warnings, the petitioner, at least in the facts of this case, was entitled to be informed why, according to the respondents, the services she provided were unsatisfactory or not in accordance with the licence conditions. Similarly, the petitioner was entitled to be apprised of the so-called performance levels expected of her, and only if there was material showing that she failed to achieve such levels despite being apprised of them could any action have been considered. There is no such clear material on record.
25. Besides, the railways had to appreciate that the petitioner was a widow, who, along with her daughter, was struggling to make a living. Therefore, it is merely alleged that the services provided by her were unsatisfactory or that she had not attained the prescribed performance level, reasons which cannot be very easily accepted. We feel that, based upon such vague reasons, the railway authorities, who were expected to be quite sensitive and conscious of the social and ground realities, could not have taken the harsh action of terminating the renewed license within hardly a year of its renewal, for which the petitioner, a widow over 70 years, was forced to litigate for almost a decade.
26. This is more so because the petitioner, a widow, was arbitrarily removed from the railway platform in 2015, and after a struggle

involving the institution of no less than two writ petitions and several representations, she could secure a renewal on 14.10.2024 through the intervention of the Court. This, almost heroic success, which the widow petitioner achieved through a long legal battle, should not have been eclipsed in a summary manner within hardly a year from the date of the renewal.

27. The other two reasons set out in the impugned communication terminating the petitioner's license concern the non-submission of railway dues and failure to pay the imposed penalties. The petitioner consistently pointed out that, from 2015 onwards, she was not even at the railway platform, due to her arbitrary ouster. She contended that for the period between 14.10.2024 and 11.06.2025, there was no question of the dues amounting to Rs. 1,35,359/- as demanded in the communication dated 20.05.2025. She contended that, for the period when she was ousted, it would be unfair to require her to pay any water charges or electricity charges of Rs. 8,570.40/- and Rs. 58,563/-, respectively. She pointed out that she was regularly paying the license fees. Even the document dated 20.05.2025 acknowledges that the petitioner's license fees were nil.
28. The impugned termination communication dated 11.06.2025 does not even take into consideration the petitioner's defences. Instead, based on alleged non-payment of dues for the "previous contract period" and failure to pay the imposed penalties, the impugned communication was issued.
29. We agree with Dr A.K. Singh, learned counsel for the petitioner, that the entire approach of the respondents in this matter is not quite consistent with the law laid down by the Hon'ble Supreme Court in the case of ***S.C.R. Caterers (supra)***.

30. In the said decision, the Hon'ble Supreme Court, after referring to Articles 14, 38 & 39 of the Constitution, in the precise context of the railway circular and the railways' policies for grant and renewal of licenses to petty businesses on the railway platforms. The Hon'ble Supreme Court, being entrusted with the task of being the counter-majoritarian institution, is duty-bound to ensure that the rights of the downtrodden minorities and the members of the weaker sections of society are not trampled upon. The Hon'ble Supreme Court noted that the policy of not renewing the licenses of those persons who are completely dependent on self-earning from the small units and making them participate in public competition is absolutely unfair, unreasonable and arbitrary. The chances of such persons being deprived of their right to livelihood is also an important factor which has to be taken into consideration by the Court to interpret the policy framed by the railways. A careless attitude as far as the inaction on the part of the State in tackling the problem of rising unemployment is appalling. The situation is made worse by handing over of public functions to private entrepreneurs, which then exploit the policies of the government against the poor and downtrodden people of the country. If the railways, under the guise of the policy, are permitted to deny renewal of licenses in favour of the licensees, it would amount to deprivation of their right to freedom of occupation guaranteed under Article 19(1)(g) of the Constitution as well as the right to livelihood, which action of the railways, would be dramatically opposed to their constitutional duty towards social justice as well as uplifting the weaker sections of the society and unemployed youth of this country.

31. The Hon'ble Supreme Court, in the above decision, noted that the evolving concept of social justice has to be kept in view and the licensees must be allowed to continue their petty businesses, especially in the absence of the employment potentiality in the country on account of non-governance and non-implementation of the constitutional philosophy of any egalitarian society, which provide the opportunity to all individuals to lead life of dignity. The Court noted that the right to life with dignity has been interpreted as part of the right to life in the case of ***Francis Coralie Mullin vs Administrator, Union Territory of Delhi and Ors.***, reported in ***(1981) 1 SCC 608***.
32. Finally, the Hon'ble Supreme Court held that the provisions of the Catering Policy, 2010, are applicable to the concerned respondents. The action of the railways in not granting renewals of the licenses to the members of the respondent association is arbitrary, unreasonable, unfair, and discriminatory, and cannot be allowed to stand in law. Accordingly, directions were given for renewal, subject to the licenses declaring, on affidavit, that they do not have a license for more than one shop or kiosk in their name or a *benami* license at the railway stations, and that they would be ready and willing to pay the periodical reasonable increase in the license fee.
33. In this case, no doubt, the railways, pursuant to the orders of this Court, did renew the petitioner's license on 14.10.2024. However, as noted earlier, this renewal was short-lived, and, for reasons we do not comprehend, given the provisions of the master agreement, the railway's own policies, and the observations of the Hon'ble Supreme Court in the case of ***S.C.R. Caterers (supra)***, the

license was terminated. Such termination, therefore, warrant interfere and is hereby quashed and set aside.

34. The renewal dated 14.10.2024 entitled the petitioner to operate the food stall for a period of three years. Consequently, upon setting aside the impugned termination, the licence would stand restored on the same terms and conditions. As for further renewals, that is not an issue before us in this petition. We hope and expect that the issue of further renewals would be considered in accordance with the law, applicable policies, and the decision of the Hon'ble Supreme Court on this issue.
35. However, the restoration shall be subject to the petitioner filing on affidavit a declaration that she does not have a license of more than one stall or kiosk in her name or that the benefit of this particular license will be personal to her and that she will not allow any other person to operate this stall *benami* or by way of sub-licensee, etc. The Railway authorities must, however, appreciate that the petitioner is about 76 years old. She is, therefore, naturally assisted by her daughter and family members. That cannot be regarded as some benami or transfer. Such an affidavit must be filed within two weeks from today.
36. The statement made on behalf of the petitioner that she will pay without prejudice a sum of Rs. 1,35,359/- in terms of the demand dated 20.05.2025 is accepted.
37. Dr A K Singh, based on instructions from the petitioner's daughter, who is present in the Court, submits that such amount would be paid without prejudice and under protest within two weeks from today.
38. The petitioner is granted liberty to file a representation before the concerned respondents for refund of the amount of Rs. 1,35,359/-,

which the petitioner is now paying under protest and without prejudice. In the same representation, the petitioner may also renew her prayer for inclusion of her daughter's name in the license. The petitioner is also entitled to raise any further grievance regards reduction of area if any etc. We direct the respondent to consider and dispose of the petitioner's representation in accordance with the law and the relevant policies, on its own merits, as expeditiously as possible and, in any event, within three months of receipt.

39. Upon the petitioner paying the aforesaid amount under protest without prejudice and filing an affidavit as directed above within two weeks from today, the concerned respondents must immediately restore the petitioner to the railway platform so that she can commence her petty business under the license dated 14.10.2024. No other conditions, other than those in the licence dated 14.10 2024, should be imposed upon the petitioner at the stage of restoration.
40. The present writ petition is, accordingly, allowed in the above terms without any order for costs.
41. All concerned must act on an authenticated copy of this order.

Cont. Case (Civil) No. 11 of 2026:

42. This contempt petition alleges that, despite the status quo order, the railways proceeded to float a fresh tender.
43. The respondents' case is that the tender was published before the interim order could be communicated to them. The records show that ultimately, the tender was not pursued.
44. We have already allowed the writ petition and directed the railways to restore the petitioner, a 76-year-old widow who is assisted by her daughter in carrying on her petty business at the railway

station, to the railway platform so that she can carry out her petty business at the railway station.

45. Cumulatively considering the above aspects, there is no case to proceed with this contempt petition.
46. The contempt petition is, accordingly, disposed of, and the notice issued therein is dropped.

(M. S. SONAK, C.J.)

(RAJESH SHANKAR, J.)

27.04.2026
Vikas/Vedanti