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W.P. No. 11063 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18-03-2026

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THE HON'BLE MR JUSTICE M.DHANDAPANI

W.P. No. 11063 of 2026

and W.M.P.No.12010 of 2026

S. Haseena
W/o. A.Shajahan,
No.35, K.V.R. Nagar Main Road,
Karuvampalayam,
Tirupur 641604.

..Petitioner(s)

Vs

1. Union of India,
Rep. by its Secretary,
Ministry of Railways (Railway Board),
Central Secretariat, New Delhi 110001.
2. Southern Railway,
Rep. by its Senior Divisional Commercial Manager,
Divisional Office, Commercial Branch,
Southern Railway, Chennai.
3. The Senior Divisional Commercial Manager
Divisional Office, Commercial Branch,
Southern Railway, Chennai.
4. The Divisional Commercial Manager
Divisional Office, Commercial Branch,
2nd Floor, Park Town, Chennai 600003.

..Respondent(s)



PRAYER: The Writ Petition is filed under Article 226 of the Constitution of India for the issuance of a Writ of Mandamus directing the 3rd respondent to permit the petitioner to operate the stall of Catering service at General minor unit number (GMU-1-4) at PF-10/11 adjacent to post at Puratchi Thailavar Dr.M.G.Ramachandran Central(MAS) Railway Station, Station Category A1 earmarked to general women category by accepting the Annual license fee for the period from 26/01/2026 to 25/01/2027 in five instalments with applicable penal charges that may be fixed by this Court in the light of the order of the Honble High Court of Kerala at Ernakulam dated 04/02/2026 in WP(C).No.4226 of 2026.

For Petitioner(s): Mr. S.Saravanan

For Respondent(s): Mr. C. Kulanthaivel, Senior Panel Counsel

ORDER

The present Writ Petition has been filed for the issuance of a Writ of Mandamus directing the 3rd respondent to permit the petitioner to operate the catering stall at General Minor Unit No.GMU-1-4, situated at Platform Nos.10/11 adjacent to post at Puratchi Thailavar Dr.M.G.Ramachandran Central(MAS) Railway Station, Station Category A1 earmarked to General Women category by accepting the Annual license fee for the period from 26/01/2026 to 25/01/2027 in five instalments with applicable penal charges that may be fixed by this Court in the light of the order of the High Court of Kerala at Ernakulam dated 04/02/2026 in WP(C).No.4226 of 2026.



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2. The learned counsel appearing for the petitioner submitted that the petitioner is the successful bidder pursuant to the Tender Notice dated 11.09.2023 issued by the Southern Railway and that a letter of acceptance dated 28.12.2023 was issued in favour of the petitioner for operating the catering stall at General Minor Unit No.GMU 1-4 at Platform No.10/11 at Puratchi Thalaivar Dr.M.G.Ramachandran Central (MAS) Railway Station. The petitioner's licence had been periodically renewed up to the year 2026.

3. It is submitted that the petitioner is liable to pay third annul annual license fee of Rs.33,66,666/- for the period from 26.01.2026 to 25.01.2027. As per the terms of the contract, the said amount is required to be paid within 15 days from the commencement of each licence year. However, due to unforeseen circumstances, the petitioner was unable to pay the said amount within the stipulated time. Hence, the present Writ petition has been filed.

4. The learned counsel for the petitioner further submitted that this Court may grant reasonable instalments to enable the petitioner to pay the said amount to the respondents.



5. Per contra, the learned Senior Panel Counsel for the respondents submitted that the relationship between the parties is governed strictly by the terms of the contract. It is submitted that prior to January, 2026, the petitioner had paid the licence amount and continued the licence. However, for the period from 26.01.2026 to 25.01.2027, the petitioner was required to pay the licence fee within 15 days from the commencement of the licence period. Despite lapse of more than one month, the petitioner has failed to pay the said amount. Therefore, the petitioner is not entitled to continue the operation of the catering stall. Hence, the learned counsel prayed for dismissal of the Writ Petition.

6. Heard the learned counsel appearing for the petitioner and the learned Senior Panel Counsel for the respondents.

7. Admittedly, the relationship between the petitioner and the respondents is governed by the contractual terms. This Court, in exercise of its jurisdiction under Article 226 of the Constitution of India, cannot issue any direction to the petitioner to waive the contract and unilaterally grant instalments for payment. However considering the facts and circumstances of this case, this Court is inclined to grant limited indulgence. Accordingly, if the petitioner pays the entire licence fee amount of Rs.33,66,666/- on or before 30.04.2026, the



respondents may permit the petitioner to continue the operation of the catering stall. Failing such payment, it is open to the respondents to proceed in accordance with law.

8. With the above direction, this Writ Petition stands disposed of. There shall be no order as to costs. Consequently, connected Miscellaneous Petition is closed.

18-03-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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M.DHANDAPANI, J.

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