



WEB COPY

W.A.No.2001 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.01.2026

C O R A M

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM
AND

THE HONOURABLE MR.JUSTICE C.KUMARAPPAN

W.A.No.2001 of 2023 and
C.M.P.No.17008 of 2023

M.Arivudai Nambi

... Appellant/Petitioner

-VS-

The Divisional Commercial Manager,
 Chennai Division,
 Southern Railway,
 NGO Annex, Park Town,
 Chennai – 600 003.

... Respondent/Respondent

Prayer: Writ Appeal filed under Clause XV of the Letters Patent to allow the Writ Appeal and set aside the impugned order made in W.P.No.12792 of 2018 dated 06.03.2023 and allow the Writ Petition.

For Appellant : Mr.S.Sathia Chandran

For Respondent : Ms.P.J.Anitha
 Standing Counsel

J U D G M E N T

(By S.M.SUBRAMANIAM,J.,)

Under assail is the Writ Order dated 06.03.2023 in W.P.No.12792 of 2018. Writ Petitioner is the appellant before this Court, challenging the demand raised by the Divisional Commercial Manager, Southern Railway dated 17.05.2018.



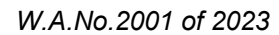
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2. A perusal of the demand would show that the Appellant was advised to pay electricity charges of Rs.2,80,113/- and water charges of Rs.46,800/- for a period from January, 2014 to March, 2018 towards infrastructure provided by Railways.

3. Mr.S.Sathia Chandran, learned counsel for the appellant would submit that there is no specific clause in the agreement with Halt Agent for payment of electricity consumption charges and water charges. In the absence of any clause in the agreement, demand raised is untenable. Relying on the Circular dated 17.05.1999 issued by the Railways, learned counsel for the appellant would submit that provision of amenities to Halt Agent has to be provided by the Railways. That being so, demand raised is contrary to the Guidelines.

4. Ms.P.J.Anitha, learned Standing Counsel for Southern Railway would oppose, by stating that even as per the guidelines, if the agreement is renewed, then the Halt Agent is liable to meet out all infrastructural expenditure, including electricity and water charges. In this regard, a letter addressed by the Divisional Commercial Manager, Southern Railway dated 10.02.2014, contract period of the appellant was



5. It is pertinent to mention here that these are all disputed and require adjudication. Mere demand for payment of electricity charges and water charges would not provide cause for writ petition. Disputed facts raised based on the contractual cannot be adjudicated by the High Court in exercise of powers review. The appellant claims that there is no specific clause in contract. Per contra, the respondent would produce the letter, which was communicated to the appellant that he is liable to meet out electricity charges and water charges.

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the Civil Court for adjudication. Contrarily, High Court in such circumstances, cannot form a final opinion, since both parties have relied on clauses in the agreement, guidelines issued by Southern Railway and conditions imposed by the Southern Railway, which was communicated to the appellant vide letter dated 10.02.2024.

7. Hence, this Court does not find any infirmity in respect of the decision arrived at by the Writ Court and thus, the order of the Writ Court stands confirmed. Consequently, the present Writ Appeal is dismissed. No costs. Connected Miscellaneous Petition is closed.

(S.M.S,J.,) (C.K,J.,)
29.01.2026

Index: Yes/No
Internet: Yes/No
Neutral Citation: Yes/No
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To:

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