



2026:DHC:985



\$~37 to 69

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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*Date of decision: 2<sup>nd</sup> February, 2026*+ **W.P.(C) 19100/2025 & CM APPL. 79494/2025**

KAUSHALYA MEENA

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through: Mr. Rohan Jaitley, CGSC with Mr.  
Viplav Acharya, SPC, Mr. Yogya  
Bhatia, Advocate for UoI.

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+ **W.P.(C) 19103/2025 & CM APPL. 79501/2025**

ANIL KUMAR JHA

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS.

.....Respondents

Through: Mr. Himanshu Sethi, SPC with Mr.  
Sanjay Pal, GP.  
Mr. Rishabh Sahu, SPC with Mr.  
Sameer Sharma and Mr. Karan  
Malhotra, GP.

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+ **W.P.(C) 19107/2025**

MD NASIR ALAM

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai



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and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Umang Chopra, SPC with Mr.  
Karan Malhotra, GP.

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**W.P.(C) 19187/2025**

MANOJ KUMAR AGARWAL

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Shashank Bajpai, CGSC with Ms.  
Aashna Mehra and Mr. Vatsal  
Tripathi, Advocates.

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**W.P.(C) 11962/2025 & CM APPL. 48798/2025, CM APPL.  
52939/2025**

MEGHNA RAJENDRA KUMAR MANGLA

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Vikrant N. Goyal, Mr. Piyush  
Wadhwa, Mr. Yash Basoya and Mr.  
Kunal Dixit, Advocates.

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**W.P.(C) 19198/2025 & CM APPL. 79974/2025**

SHANTI KRISHAN DARBAR

.....Petitioner



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Through: Mr. Dinesh Kumar Tiwary, Mr. Chandan Kumar, Mr. Shubham Rai and Mr. Jay Prakash Pathak, Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Nirvikar Verma, Senior Panel Counsel and Mr. Varun Kumar, Advocate for UoI (through *video-conferencing*).  
Mr. Mayank Sharma, Senior Panel Counsel for UoI.

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**W.P.(C) 19194/2025 & CM APPL. 79963/2025**

M/S RAJA CATERER

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr. Chandan Kumar, Mr. Shubham Rai and Mr. Jay Prakash Pathak, Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through:

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**W.P.(C) 19283/2025**

RAM BHAJANGOND

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr. Chandan Kumar, Mr. Shubham Rai and Mr. Jay Prakash Pathak, Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Ms. Ekta Chaudhary & Ms. Rushali Sikand, Advocates for UoI.



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+ **W.P.(C) 19458/2025 & CM APPL. 81143/2025**

RAKESH KUMAR AGARWAL HUF

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh & Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through: Mr. Piyush Gupta, CGSC with Mr.  
Atishay Jain, Ms. Yamini Bansal and  
Ms. Diksha Bansal, Advocates.

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+ **W.P.(C) 19540/2025**

NITU SINHA

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Ramjee Pandey, SPC.

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+ **W.P.(C) 16692/2025 & CM APPL. 68498/2025**

M/S SHIV SHAKTI FOODS

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus



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UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Rohan Jaitley, CGSC with Mr.  
Dev Pratap Shahi, Mr. Varun Pratap  
Singh and Mr. Yogya Bhatia,  
Advocates.

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**W.P.(C) 12880/2025 & CM APPL. 52588/2025**

MS BH CATERING SERVICE

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Ms. Shubhra Parashar, Mr. Gaurav  
Khosla and Mr. Virender Pratap  
Charak, Advocates for UoI.  
Mr. Gopesh Jindal and Ms. Malvika,  
Advocates for R-1.

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**W.P.(C) 12914/2025 & CM APPL. 52788/2025**

MEGHNA RAJENDRA KUMAR MANGLA

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Vikrant N. Goyal, Mr. Piyush  
Wadhwa, Mr. Yash Basoya and  
Mr. Kunal Dixit, Advocates.

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**W.P.(C) 12959/2025 & CM APPL. 52919/2025**



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MS JAYABEN CATERERS

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS.

.....Respondents

Through: Mr. P.S. Singh, CGSC with Ms. Annu  
Singh, Advocates for UoI.  
Mr. Sarvesh P. Shrivastava, GP.

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**W.P.(C) 13249/2025 & CM APPL. 54375/2025**

SMT. SMITA S KUSHWAHA

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through: Mr. Chetanya Puri, SPC with Mr.  
Anand Awasthi and Mr. Rishabh Jain,  
Advocates.

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**W.P.(C) 13433/2025 & CM APPL. 55133/2025**

SH. BASUKINATH

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA &amp; ORS.

.....Respondents



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Through: Ms. Neha Rastogi, Senior Panel  
Counsel with Mr. Sharank Dubey,  
Advocates.

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**W.P.(C) 13783/2025 & CM APPL. 56466-56467/2025**

SAGAR RAJENDRA KUMAR MANGLA .....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Chetanya Puri, SPC with Mr.  
Anand Awasthi and Mr. Rishabh Jain,  
Advocates.

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**W.P.(C) 13794/2025 & CM APPL. 56604/2025**

SMT. MANJU JAISWAL .....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Syed Abdul Haseeb, CGSC with  
Muhammad Aamir Khan, Advocate.

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**W.P.(C) 13804/2025 & CM APPL. 56628/2025**

SAGAR RAJENDRA KUMAR MANGLA .....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.



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Neha Malik, Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Chetanya Puri, SPC with Mr. Anand Awasthi and Mr. Rishabh Jain, Advocates.

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**W.P.(C) 13846/2025 & CM APPL. 56767/2025**

SH. BASUKI NATH

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar, Mr. Abhinav Kumar, Mr. Shivam Pahal, Mr. Avaneesh Singh and Ms. Neha Malik, Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Ms. Neha Rastogi, Senior Panel Counsel with Mr. Sharank Dubey, Advocates.

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**W.P.(C) 13869/2025 & CM APPL. 56848/2025**

MANOJ KUMAR AGRAWAL

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr. Chandan Kumar, Mr. Shubham Rai and Mr. Jay Prakash Pathak, Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. P.S. Singh, CGSC with Mr. Arnab Mittal, G.P for UoI. Mr. Siddharth Shankar Ray, CGSC with Ms. Sonali Modi and Mr. Mukul



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Dev, Advocates.

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**W.P.(C) 14034/2025 & CM APPL. 57391/2025**

SMT. VIBHA AMIT GUPTA

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through: Mr. P.S. Singh, CGSC with Ms. Annu  
Singh, Advocates for UoI.

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**W.P.(C) 14367/2025 & CM APPL. 58821-58823/2025**

KAUSHALYA MEENA

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through: Mr. Viplav Acharya, SPC for UoI.

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**W.P.(C) 15695/2025 & CM APPL. 64180/2025, CM APPL.  
76429/2025**

DEEPAK NARAIN

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.



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versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Sandeep Tyagi, Senior Panel  
Counsel with Mr. Mayank Saraswat,  
Advocate for UoI.

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**W.P.(C) 15799/2025 & CM APPL. 64737/2025**

SA)JJEV KUMAR KUSHWAHA

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Ruchir Mishra, SPC with Mr.  
Sanjiv Kumar Saxena, Mr. Mukesh  
Kumar Tiwari, Ms. Reba Jena Mishra  
and Ms. Poonam Shukla, Advocates  
for UoI.

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**W.P.(C) 15858/2025 & CM APPL. 64921/2025**

MANOJ KUMAR AGARWAL

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Siddharth Shankar Ray, CGSC  
with Ms. Sonali Modi & Mr. Mukul  
Dev, Advocates.



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+ **W.P.(C) 17319/2025 & CM APPL. 71290-71292/2025**

M/S OM SAI RAM ENTERPRISES

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Anshuman, SPC with Mr.  
Vaibhav Sood, Advocate.

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+ **W.P.(C) 17324/2025 & CM APPL. 71298/2025**

SADEEK ALI

.....Petitioner

Through: Mr. Himanshu Nayyar, Senior  
Advocate with Mr. Nakul Sharma,  
Advocates. (Through VC)

versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through: Mr. Rajendra Sahu, Senior Panel  
Counsel for UoI with Mr. Nitin Jain  
(G.P.) and Ms. Nitika Dubey,  
Advocates.

65

+ **W.P.(C) 17981/2025 & CM APPL. 74362/2025**

KAUSHALYA MEENA

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.



2026:DHC:985



versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through: Mr. Viplav Acharya, SPC for UoI.

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**W.P.(C) 17998/2025 & CM APPL. 74505/2025**

KAUSHALYA MEENA

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,  
Mr. Abhinav Kumar, Mr. Shivam  
Pahal, Mr. Avaneesh Singh and Ms.  
Neha Malik, Advocates.

versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through:

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**W.P.(C) 18626/2025 & CM APPL. 77416/2025**

MANJU DEVI

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA &amp; ORS.

.....Respondents

Through: Mr. Akhil Mittal, SPC for UoI with  
Ms. Shanya Das Pattanayak and Ms.  
Riddhi Jain, Advocates.

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**W.P.(C) 18665/2025 & CM APPL. 77560/2025**

M/S B H CATERING SERVICE

.....Petitioner

Through: Mr. Dinesh Kumar Tiwary, Mr.



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Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA & ORS.

Through:

.....Respondents

Ms. Shubhra Parashar & Mr. Virender  
Pratap Singh Charak, Advocates for  
UoI.

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+ **W.P.(C) 18963/2025**

ARVIND KUMAR

Through:

.....Petitioner

Mr. Dinesh Kumar Tiwary, Mr.  
Chandan Kumar, Mr. Shubham Rai  
and Mr. Jay Prakash Pathak,  
Advocates.

versus

UNION OF INDIA & ORS.

Through:

.....Respondents

Mr. Jagdish Chandra Solanki, CGSC  
with Mr. Siddharth Bajaj and Mr.  
Sujeet Kumar Chaudhary, Advocates  
for UoI.  
Mr. Surjeet Singh, G.P.

**CORAM:**

**HON'BLE MR. JUSTICE AMIT BANSAL**

**AMIT BANSAL, J. (Oral)**

1. All the aforesaid writ petitions have been filed seeking direction to the respondents to renew the catering license awarded in favour of the petitioners by the respondents.
2. Since all the present writ petitions raise a common issue, all the said



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petitions are being decided by way of this common judgment.

3. At the hearing on 28<sup>th</sup> January, 2026, it was decided that W.P.(C) 19100/2025 and W.P.(C) 11962/2025 shall be the lead matters.
4. Accordingly, the facts in W.P.(C) 19100/2025 have been considered for the purposes of this judgment.
5. On 21<sup>st</sup> January, 2020, the respondents allotted to the petitioner a license for operating Catering Stall / Special Minor Unit (Women) No.24 at Platform no.6, Vadodara Railway Station.
6. A Master License Agreement was signed between the petitioner and the respondents on 21<sup>st</sup> October, 2020. In terms of the said Master License Agreement, the tenure of the license was for a period of five (5) years from 17<sup>th</sup> October, 2020 to 17<sup>th</sup> October, 2025.
7. There was an earlier round of litigation in which similarly placed persons who had been allotted catering units at various railway stations under Catering Policy 2017. A batch of writ petitions were filed claiming the following reliefs:

*“1. The present batch of petitions under Article 226 of the Constitution of India has been filed inter alia seeking the following reliefs:*

- a. to declare the Clause No. 11 of the Commercial Circular No. 20 of 2017 dated 27.02.2017 (“**Catering Policy 2017**”) issued by Railway Board as illegal, arbitrary, unconstitutional, null and void-ab-initio.*
- b. to declare impugned Licence Agreement executed between petitioner and concerned respondent as illegal, arbitrary, unconstitutional, null and void-ab-initio and also set aside the License Agreement as regards its tenure is concern;*
- c. a direction to the respondents to renew the license of the petitioners catering units in terms of judgment passed by Supreme Court of India **South Central Railways v. S.C.R. Caterers, Dry Fruits, Fruit Juice Stalls Welfare Assn.**;*
- d. a direction to the respondents to extend the benefit of extension of license period to the petitioners in proportionate to the reduced*



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*license fee during the Covid-19 pandemic period and as per the benefit given to other units.”*

8. The aforesaid batch of petitions was decided by a Coordinate Bench of this Court *vide* judgment dated 30<sup>th</sup> May, 2024.

9. The Coordinate Bench held that the licenses of the petitioners were subject to terms and conditions outlined in the Catering Policy 2017 and hence were non-renewable. The relevant observations made in the said judgment are given below:

*“14. I have given anxious consideration to the matter. I am unable to agree with the contention of the petitioners that they are entitled to renewal of license.*

*15. The petitioners participated in the tender for grant of license, knowing fully well that tenure of the license shall be for 5 years only and there shall be no extension/renewal. The petitioners were successful in the tender. License agreements were also executed between the parties. The petitioners are operating their catering units since then. Now at the fag end of expiry of their tenure, they seek to challenge Clause 11 of the Catering Policy 2017 and seek an extension in derogation of the terms of the license. The same cannot be permitted. The petitioners were under no compulsion to enter into these contracts. It is not open for the petitioners who are the successful bidders to turn around and seek to avoid the terms set out in the license.*

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*20. Accepting the contentions of the petitioners would tantamount to holding that they have a permanent, indefeasible and perpetual right to seek extension/renewal of their licenses for an indefinite period of time. This cannot be permitted. Accepting the plea of the petitioners would also have a deleterious impact on the railways as the same would tantamount to holding that once the railways has granted a license to any particular person, it is denuded of the power to bring the license to an end, despite contractual provision/s to the contrary. This would completely inhibit the railways from introducing fresh financial/public participation models and/or offering opportunities to another deserving set of persons to operate catering units.*

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*22. The minor catering units reserved for specific categories are exclusively allocated to eligible individuals from those reserved categories. Individuals from reserved categories are not competing*



against those from the general category (or corporations) for the allocation of catering units. Further, as highlighted by learned counsel for the respondents, re-tendering of minor catering units serves to rectify disparities in opportunities within the same group of individuals. This ensures a larger portion of the public (within their respective categories) has access to adequate livelihood opportunities. In facts of the present case, this court is unable to comprehend how the policy decision of the railway to re-tender catering units after expiry of the tenure would deprive right to livelihood to the petitioners. **The petitioners are at liberty to participate in fresh tender that may be floated by the railways.** They will be pitted against the individuals from the same category. For example, a person who is below the poverty line will be competing for a catering unit against a person who is below the poverty line, and not against any corporations. **Granting a license in perpetuity, as is sought by the petitioners, would be antithetical to equality of opportunity guaranteed under the Constitution. In the factual context of these cases, that the contention that the Clause 11 of the Catering Policy 2017 is violative of Articles 14, 19 and 21 of the Constitution of India, is completely unfounded. The said contention is consequently rejected.**

23. In the present case, the licenses held by the petitioners are subject to the terms and conditions outlined in their respective licenses and Catering Policy 2017. The terms of license and said policy explicitly render the licenses non-renewable. Consequently, it is beyond the purview of this Court to mandate the renewal of a license in derogation of the Catering Policy 2017 and in derogation of the express terms of license.”

[emphasis supplied]

10. In light of the aforesaid findings, the writ petitions were dismissed. However, the Court gave three (3) months’ period to the petitioners therein to vacate the catering units in question, subject to payment of the license fee. The findings given in paragraph 30 of the aforesaid judgment are set out below:

“30. In the circumstances, this Court finds no merit in the present petitions and the same are accordingly dismissed. However, since the petitioners have been operating these minor catering units for a significant period of time, to enable the petitioners to make a transition and make alternative vending arrangement/s, this Court



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*considers it apposite to grant a period of 3 months to the petitioners (from the date of the extended license period after taking into account the dies non period; OR from the date of this judgment, whichever is later) to vacate the catering units in question. The same shall be subject to payment of usual license fee. It is directed accordingly.”*

11. The aforesaid judgment was challenged by the petitioners therein before the Division Bench. However, the appeals were dismissed by the Division Bench. Paragraphs 7 and 8 of the judgment of the Division Bench dated 9<sup>th</sup> August, 2024, are set out below:

*“7. On identical issues, raised in LPA 743/2024 titled “Ram Kumar Agarwal vs. Union of India & Ors” decided on 5<sup>th</sup> August, 2023; LPA 745/2024 “Manoj Kumar Agarwal vs. Union of India & Ors” decided on 5<sup>th</sup> August, 2023 and LPA 748/2024 “Hani Khatoon vs. Union of India & Ors” decided on 6<sup>th</sup> August, 2023, we have repelled similar arguments and dismissed the said appeals. The only difference being in the nature of stalls, in that, in those appeals, the issue pertained to catering trolleys/stalls whereas in this appeal, it concerns the book stalls. Other than that, the issues are identical. In those appeals, we have only reiterated the directions contained in para 30 of the impugned judgement therein passed by the learned Single Judge.*

*8. Accordingly, the present appeal is dismissed, reiterating the directions in para 36 of the impugned judgement dated 29<sup>th</sup> May, 2024 passed in the underlying writ petition. Pending applications stand disposed of. No order as to costs.”*

12. The judgment of the Division Bench was challenged by the petitioners therein by way of Special Leave Petition before the Supreme Court, which was dismissed *vide* order dated 27<sup>th</sup> August, 2024. However, while dismissing the SLPs, the Supreme Court extended the time granted by the Single Judge by a further period of four (4) months.

13. The petitioner herein, filed a fresh writ before this Court being WP(C) 6379/2025, seeking grant of extension of seven months in terms with the judgment of this Court dated 30<sup>th</sup> May, 2024 as modified by the Supreme Court. The said writ petition was disposed of with the following directions:



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*“14. Accordingly, it is directed that, subject to payment of license fees, the petitioner will be allowed to operate the Special Minor Unit (SMU) (Women)/Catering Stall No. 24 at Platform No. 6 of Vadodara Railway Station for a period of 7 months from 16th October, 2025, at stipulated license fees.*

*15. The petitioner is directed to file an undertaking, on an affidavit, before this Court, within a period of four weeks from today, that the petitioner shall vacate the stall in question, on expiry of the extended period of 7 months, failing which, the respondents will be at liberty to remove the goods of the petitioner, from the stall in question.”*

14. The present writ petitions have been filed by the petitioners premised on a new document which came to the knowledge of the petitioners *i.e.* ‘Indian Railway Code for Traffic (Commercial) Department, Revised Edition, 1993’ (‘Indian Railway Code for Traffic’). The petitioners have placed reliance on para 712 of the said document to claim that the licenses granted in their favour can be further extended, subject to the performance of the licensee being satisfactory. The relevant para 712 relied by the petitioner is set out below:

***“Renewal***

***712. After expiry of 5 years, the licence can be further extended subject to the performance of the licensee being satisfactory during the previous agreemental period. The decision regarding renewal shall be taken based on the recommendations of the Screening Committee and shall consist of 3 SAG Officers, in case of large/important units and at least senior scale level for other units.***

15. It is contended on behalf of the petitioners that they are entitled to the benefit of renewal of license in terms of the aforesaid para 712. This para was amended by the respondents during the pendency of the present writ petitions on 14<sup>th</sup> January, 2026 in the following terms:



| Under Para 712    |                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Existing para 712 | After expiry of 5 years, the licence can be further extended subject to the performance of the licensee being satisfactory during the previous agreemental period. The decision regarding renewal shall be taken based on the recommendations of the Screening Committee and shall consist of 3 SAG Officers, in case of large/important units and at least senior scale level for other units |
| Replaced as       | There shall be no renewal of license. Specific instructions in this regard, if any, should be followed as per extant policy, issued from time to time                                                                                                                                                                                                                                          |

16. It is contended that the aforesaid amendment to para 714 is prospective and hence would not be applicable to the petitioners who are prior allottees.

17. Counsel appearing on behalf of the respondents submits that the aforesaid policy document is not applicable to the petitioners. It is stated that para 703 of the said policy document clearly provides that this policy is not applicable where the licenses have been given on the basis of a tender. This policy would apply only where licenses have been given by calling for applications. Para 703 on which reliance is placed by the respondents is set out below:

***“Applications***

***703. Catering/vending licences should be awarded by calling applications. Tender system for selection of licencees shall not be followed. Applications should be invited only from professional and reputed caterers through press advertisement.”***

18. This Court finds merit in the submission of the respondents that the aforesaid policy document is not applicable in the case of the petitioners who have all been granted licenses pursuant to a tender document.



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19. The petitioners entered into a Master License Agreement with the respondents wherein the terms and conditions of license were stipulated. The Master License Agreement states that the license has been granted in terms of the 2017 Catering Policy. The Master License Agreement also clearly stipulates that there cannot be any renewal of the license. The relevant clauses of the Master License Agreement are set out below:

“WHERE AS:

- A. *Railway has mandated under the Catering Policy 2017 (“Policy”) to improve, inter-alia, the quality of catering services for providing food and beverage services to passengers.*

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**ARTICLE 3: TENURE OF THE AGREEMENT**

*3.1 The Tenure of the Agreement will commence on the Commencement Date, as provided in Article 1.1, as Five (5) years only and subject to the provisions of Article 9 and Article 17 herein below, if not terminated. The contract period is from 17<sup>th</sup> October, 2020 (Saturday).*

**19.1 There will be no extension/renewal.”**

[emphasis supplied]

20. Therefore, in my considered view, the reliance placed by the petitioner on the aforesaid Indian Railway Code for Traffic is completely misplaced. Consequently, the amendment to para 712 of the said Catering Policy of 2017 would be of no consequence. The issue regarding the entitlement of the petitioners to seek a renewal of their license has been decided by this Court in the judgment of 30<sup>th</sup> May, 2024, which has been upheld till the Supreme Court. The present petitions are nothing but an attempt to reopen the issue which has already been settled.

21. It is also pertinent to note that pursuant to the earlier round of litigations, all the petitioners have filed undertakings before this Court



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stating that they will vacate the premises after the seven (7) months' period extension granted to them.

22. By filing the present writ petitions, the petitioners are seeking to resile from the said undertaking which cannot be permitted.

23. Counsel appearing on behalf of the petitioner in W.P.(C) 11962/2025 has placed reliance on a communication dated 12<sup>th</sup> November, 2024 issued by the Jabalpur Branch of the Railways wherein an extension has been granted to one of the caterers running a food stall at Jabalpur Railway Station. Hence, it is contended that the respondents are acting in a discriminatory manner.

24. The respondents in their counter affidavit filed in the aforesaid petition have duly explained that there is no parity between the case of the petitioner and the case of the contractor in Jabalpur to whom extension has been granted.

25. It has been explained that the license of old catering units which were originally awarded prior to the Catering Policy of 2010, was renewed in that case. Therefore, no case of parity is made out by the petitioner.

26. The petitioners have also placed reliance on the order passed by the Rajasthan High Court in S.B. Civil Writ Petition No.5981/2025 wherein a direction has been issued to the respondents to constitute a Screening Committee as per para 712 of the guidelines to consider the application of the petitioner for renewal of the license.

27. The said order passed by the Rajasthan High Court does not contain any reasons and therefore does not hold any precedential value. Nor does it appear that the judgment passed by this Court on 30<sup>th</sup> May, 2024 was



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brought to the attention of the Rajasthan High Court in the said case.

28. In light of the facts which have been brought forth before this Court by the respondents, including the judgment passed by a Coordinate Bench of this Court on 30<sup>th</sup> May, 2024, I am not inclined to follow the approach adopted by the Rajasthan High Court.

29. In view of the discussions above, this Court does not find merit in the aforesaid batch of petitions. Consequently, the writ petitions along with all pending applications are dismissed.

30. A direction is issued to the petitioners to forthwith handover possession of the premises where the seven (7) months' period extension granted by the orders passed by the Court have already expired.

31. In matters where the aforesaid seven (7) months' period has not expired, the petitioners shall handover possession to the respondents after the said seven (7) months' period expires.

**AMIT BANSAL, J.**

**FEBRUARY 2, 2026**

*Rzu*