



W.P.No.3514 of 2026

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.03.2026

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THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.3514 of 2026

and

W.M.P.Nos.3941 & 3942 of 2026

J.Jaffer

... Petitioner

Vs.

1. The Director / CS,
Indian Railway Catering and
Tourism Corporation Limited,
Statesman House,
Barakhamba Road,
New Delhi – 110 001.
2. The Group General Manager,
Indian Railway Catering and Tourism Corporation Limited,
South Zone,
No.6-A, Rain Tree Palace,
No.9, MC Nichols Road,
Chetpet, Chennai – 600 021.
3. The Joint General Manager CS,
Indian Railway Catering and Tourism Corporation Limited,
No.6-A, Rain Tree Palace,
No.9, MC Nichols Road,
Chetpet, Chennai – 600 021.



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4. The Senior Divisional Commercial Manager,
Divisional Office,
Commercial Branch,
Southern Railway, Chennai.

5. The Divisional Commercial manager,
Divisional Office,
Commercial Branch,
2nd Floor, Part Town,
Chennai – 600 003.

... Respondents

PRAYER : Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus calling for the entire records pertaining to the E-Auction Catalogue No.MPS-06 published on 24.01.2026 of the fourth respondent and quash the same so far as Seq.No.AA5 in lot details to the E-Auction for bid of license with respect to the provision of Multipurpose Stall (MPPS-02) at Puratchi Thalaivar Dr.M.G.Ramachandran Central Railway Station (MAS) of 'A1' Category at New Concourse Near Power Post MAS/2010, opposite to oPF-7/8 Buffer End, adjacent to Zero B WVM Stall, Earmarked 'Divyang' Category for period of five years consequently direct the fourth respondent to grant propionate extension of of license period by 273 days to the petitioner with respect to the letter of Award No.M/C 79/MPPS-02/MAS, dated 02.03.2020 and consequential multipurpose stall license agreement dated 21.06.2023 by considering the representation of the petitioner dated 20.01.2026 in accordance with the guidelines issued by the competent authority of the Railway Board.

For Petitioner : Ms.Radha Gopalan
for Mr.S.Saravanan
For Respondents : Mr.B.Sudhir Kumar
Special Panel Counsel



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ORDER

The writ petition has been filed seeking issuance of a writ of certiorarified mandamus to call for the records pertaining to E-Auction Catalogue No.MPS-06 dated 24.01.2026 issued by the fourth respondent and to quash the same insofar as it relates to Seq.No.AA5 in the lot details concerning the grant of license for Multipurpose Stall (MPPS-02) at Puratchi Thalaivar Dr.M.G.Ramachandran Central Railway Station (MAS), 'A1' category.

2. The case of the petitioner is that Southern Railway issued Tender Notice No.COMML.19525-MPPS-02-MAS, dated 08.01.2020, inviting bids for grant of licence for 'Provision of Multipurpose Stall (MPPS-02)' at Puratchi Thalaivar Dr.M.G.Ramachandran Central Railway Station (MAS), 'A1' category and the petitioner was awarded with the said contract by issuance of Letter of Award (LOA) dated 02.03.2020. Due to COVID-19 pandemic situation, the Competent Authority recalculated the contract period as commencing from 18.03.2021 to 17.03.2026. The agreement was



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executed on 21.06.2023. However, the actual business operations commenced only on 01.10.2021. As per Clause 6 of the Letter of the Award (LOA) dated 02.03.2020, the tenure of the agreement is to commence from the date of commencement of sale or within 30 days from communication of provision of space, whichever is earlier, for a total period of five years. It is submitted that the petitioner acting *bona fide* and in strict compliance with the contractual terms, remitted the first quarterly Advance Licence Fee on 26.08.2021, even prior to commencement of operations. The petitioner submits that the loss of effective licence period is attributable to Force Majeure conditions and circumstances beyond the petitioner's control. It is further submitted that, invoking the Force Majeure clause, the petitioner has made a representation dated 20.01.2026 to the respondents seeking extension of the license period for 273 days, but no effective action has been taken till date.

3. The learned counsel for the petitioner invited the attention of this Court to the judgment of the High Court of Andhra Pradesh in the matter of



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Poorna Caterers Vs. The Union of India and others in ***W.P.Nos.28631 & 28633 of 2024 dated 03.02.2025***, wherein a similar issue, akin to the one arising in the present case, was considered.

4. The learned Special Panel Counsel for the respondents submitted that the petitioner, having fully understood the terms and conditions of the contract, made an endorsement dated 07.03.2020 in the duplicate copy of the Letter of Acceptance. In terms of the commencement schedule stipulated under Clause 6 of LOA, the petitioner was required to commence performance of the contract on or before 07.04.2020. Subsequently, the petitioner by letter dated 19.01.2021, requested permission to commence operations of MPPS stall, citing improvement in COVID-19 situation. The Railway Administration, vide letter dated 12.02.2021, permitted the petitioner to proceed further and directed him to remit the First Year Licence Fee along with requisite Security Deposit within a period of fifteen days from the date of receipt of the letter. It is further submitted that the petitioner received the permission letter dated 12.02.2021 on 17.02.2021. In terms of



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the schedule reiterated in the said letter dated 12.02.2021, the date of commencement of the licence was fixed as 18.03.2021 and consequently, the five year licence period is to expire on 17.03.2026. As such, the petitioner licence period comes to an end on 17.03.2026 and should peacefully handover vacant possession of the stall area after clearing all railways dues before claiming refund of Security Deposit and prayed for dismissal of this writ petition.

5. This Court considered the said submissions made by the learned counsel appearing for the parties and have perused the materials placed before this Court.

6. The facts are not in dispute. The grievance of the petitioner is that the loss of effective licence period is attributable to Force Majeure conditions and circumstances beyond the petitioner's control and by invoking the Force Majeure clause, the petitioner has made a representation dated 20.01.2026 to the respondents seeking extension of the license period for 273 days, but no effective action has been taken till date.



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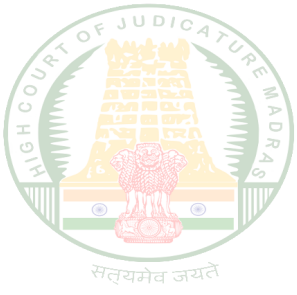
7. For better appreciation of the case, Clause 20.11 of the Multipurpose Stall Licence Agreement reads as follows:

20.11. Force Majeure

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Railway with reasonable evidence thereof. In such event of force majeure, if mutually agreed by both parties, the tenure of this Agreement maybe further extended for the period during which license was not operational.”

Invoking Force Majeure clause, the petitioner has made a representation dated 20.01.2026 seeking extension of the licence period for 273 days.

8. In view of the above, this Court, without expressing any opinion on the merits of the case, is inclined to direct the fourth respondent to grant extension of licence period to the petitioner by duly considering the said



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representation dated 20.01.2026 in the light of the Force Majeure clause and the order passed by the High Court of Andhra Pradesh in Writ Petition Nos.28631 & 28633 of 2024, and pass appropriate orders on merits and in accordance with law, within a period of four weeks from the date of receipt of a copy of this order. Till such time, the petitioner shall be permitted to continue the business in the subject premises and the fourth respondent is directed not to take any coercive steps against the petitioner.

9. With these observations and directions, this Writ Petition is disposed of. However, there shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

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NCC: Yes / No
Index : Yes / No
Speaking Order : Yes / No

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Note: Issue order copy by 17.03.2026.

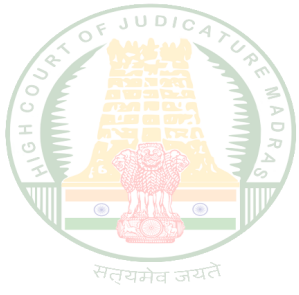


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