

Trans India Logistics Vs. Union of India and ors

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Court : Delhi

Decided On : Aug-25-2014

Judge : Rajiv Sahai Endlaw

Appellant : Trans India Logistics

Respondent : Union of India and ors

Judgement :

\$~ * IN THE HIGH COURT OF DELHI AT NEW DELHI Date of decision:

25. h August, 2014 + LPA No.522/2014 & CM.No.13023/2014 & 13026/2014 (for condonation of delay in filing and re-filing) TRANS INDIA LOGISTICS Appellant Through: Mr. Sowmen Bhowmik, appellant in person. Versus UNION OF INDIA AND ORS Through: None. Respondents CORAM: HON'BLE THE CHIEF JUSTICE HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW RAJIV SAHAI ENDLAW, J.

1. This intra court appeal impugns the order dated 13th March, 2014 of the learned Single Judge of this Court of dismissal of WP(C) 1643/2014 preferred by the appellant. The appeal is accompanied with applications, for condonation of 5 days delay in filing thereof and of nearly a month in re-filing thereof. However being prima facie not satisfied with the merits of the appeal, we, without prejudice to the applications for condonation of delay heard proprietor of the appellant appearing in person at length on merits of the appeal and reserved order.

2. The appellant was awarded a contract by the respondent Railways for booking parcels for carriage in Train No.2626, Kerala Express from New Delhi to Thiruvananthapuram for the period from 19th September, 2007 to 18th September, 2010. The appellant claims that he was entitled to extension of the said contract for a further period of two years and duly applied for such an extension. The respondent Railways however offered to grant the extension on certain conditions, which according to the appellant the respondent Railways was not entitled to impose. The appellant accordingly represented thereagainst and which representation was rejected only on 18th February, 2014. 3. The appellant similarly had another contract, the term whereof also expired on 19th January, 2011 and which also was similarly not extended.

4. Aggrieved from the aforesaid, WP(C) No.1643/2014, from disposal whereof this appeal arises, was filed.

5. The learned Single Judge has dismissed the writ petition finding/observing/holding i). that the counsel for the respondent Railways appearing before the learned Single Judge on advance notice had informed that the appellant / writ petitioner had deliberately withheld the letter dated 6th December, 2010 of the respondent Railways informing the appellant / writ petitioner that since he had not accepted the conditions for extension, his contracts were being not extended and receipt of which letter the proprietor of the appellant /writ petitioner present in person before the learned Single Judge had admitted; the counsel for the appellant / writ petitioner informed the learned Single Judge that the proprietor of the appellant/writ petitioner had not informed the counsel also of the said letter dated 6th December, 2010; ii). it was further the case of the counsel for the respondent Railways appearing on advance notice before the learned Single Judge that the appellant / writ petitioner had also suppressed from the petition the fact that appellant/writ petitioner had accepted the conditions imposed by the respondent railways for extension of the contract expiring on 19th January, 2011 and on which acceptance the said contract had been extended for a period of two years or till finalization of fresh tender and which term was also accepted by the appellant / writ petitioner; iii). the counsel for the respondent railways appearing on advance notice before the learned Single Judge

had further informed that a fresh contract had already been granted to a third party and the period whereof also had expired on 21st February, 2014 and the respondent Railways was taking steps for inviting fresh tender and the appellant / writ petitioner was not entitled to any relief on this account also; iv). that the appellant / writ petitioner having suppressed the said material facts from the writ petition, was not entitled to any discretionary relief. Accordingly the petition was dismissed with costs of Rs.10,000/-.

6. The argument of the proprietor of the petitioner is that though admittedly he had not mentioned the aforesaid facts (in the writ petition) which were disclosed by the counsel for the respondent Railways but the same were evident from a perusal of other documents filed by the appellant / writ petitioner before the learned Single Judge and thus he could not be accused of concealment or suppression and be held disentitled to the relief on this ground. He has in this regard taken us through the documents filed alongwith the writ petition. He has further argued that all others similarly placed as him and who had also filed petitions in this Court have been allowed extension.

7. We have gone through the records and considered the matter. The purport of filing a formal writ petition culling out the material facts therein and of further super imposing it with a List Of Relevant Dates is to enable the Courts which are hard pressed for time, to at least at the stage of admission succinctly know the grievance leading to the petition. Else, all that a litigant would be required to place and file before the Court would be the documents and from which the Court would be required to deduce the case. For this reason, the explanation of the proprietor of the appellant that the facts, suppression whereof he had been accused to be guilty of, could on an analysis of the documents be deduced, cannot be accepted. The fact remains that the appellant/writ petitioner approached the Court with a case as if his representation against the imposition of unlawful conditions for extension of contracts had been rejected for the first time on 18th February, 2014 only and which did not turn out to be the true picture inasmuch as the respondent Railways had immediately on the expiry of the contract and the failure of the appellant to accept the conditions on which extension was offered, informed the appellant/writ petitioner that he was not entitled to extension and awarded the

contract to another.

8. Once the matter is looked at in this light, it also transpires that the writ petition filed in the year 2014 making a grievance of non extension of the contract which had expired in the year 2010-11 was undoubtedly palpably barred by time, laches, acquiescence and waiver. If the appellant was aggrieved from the non grant of extension in the year 2010/2011, it should have approached the Court immediately and not waited till the year 2014. It makes no difference that the appellant/writ petitioner during the said time continued to make representations. It is the settled principle of law law (See S.S. Rathore Vs. State of M.P. (1989) 4 SCC582 followed by the Division Benches of this Court in judgment dated 7th August, 2012 in LPA No.559/2012 titled Indian Hydraulic Industries (P) Ltd. Vs. NDPL and in judgment dated 30th January, 2012 in W.P.(C) No.586/2012 titled Rifleman Ram Bahadur Thapa Vs. UOI and in T.K. Bhardwaj Vs. Director General of Audit MANU/DE/2127/2011 and Karnataka Power Corp. Ltd. Vs. K. Thangappan (2006) 4 SCC322 that repeated representations do not extend the period of limitation or the time for filing a legal proceedings and merely because the representation had been rejected just prior to the filing of the proceeding would not make the proceeding if otherwise barred by time on account of the request having been rejected prior thereto, within time.

9. We therefore do not find any merit in the appeal and dismiss the same. We refrain from imposing costs. RAJIV SAHAI ENDLAW, J.

CHIEF JUSTICE AUGUST25 2014 M.

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