

Arvind Kumar vs Union of India & Ors.

Arvind Kumar vs Union of India & Ors.

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Court : Delhi

Decided On : Feb-02-2026

Judge : Hon'Ble Mr. Justice Amit Bansal

Appeal No. : W.P.(C)/18963/2025

Appellant : Arvind Kumar

Respondent : Union of India & Ors.

Advocate for Pet/Ap. : Mr. Rohan Jaitley, Mr. Viplav Acharya, Mr. Yogya Bhatia, Mr. Himanshu Sethi, Mr. Sanjay Pal, Mr. Rishabh Sahu, Mr. Sameer Sharma, Mr. Karan Malhotra, Mr. Umang Chopra, Mr. Karan Malhotra, Mr. Shashank Bajpai, Ms. Aashna Mehra, Mr. Vatsal Tripathi, Mr. Vikrant N. Goyal, Mr. Piyush Wadhwa, Mr. Yash Basoya, Mr. Kunal Dixit, Mr. Nirvikar Verma, Mr. Varun Kumar, Mr. Mayank Sharma, Ms. Ekta Chaudhary, Ms. Rushali Sikand, Mr. Avaneesh Singh, Mr. Piyush Gupta, Mr. Atishay Jain, Ms. Yamini Bansal, Ms. Diksha Bansal, Mr. Ramjee Pandey, Mr. Rohan Jaitley, Mr. Dev Pratap Shahi, Mr. Varun Pratap Singh, Mr. Yogya Bhatia, Ms. Shubhra Parashar, Mr. Gaurav Khosla, Mr. Virender Pratap Charak, Mr. Gopesh Jindal, Ms. Malvika, Mr. Vikrant N. Goyal, Mr. Piyush Wadhwa, Mr. Yash Basoya, Mr. P.S. Singh, Ms. Annu Singh, Mr. Sarvesh P. Shrivastava, Mr. Chetanya Puri, Mr. Anand Awasthi, Mr. Rishabh Jain, Ms. Neha Rastogi, Mr. Sharank Dubey, Mr. Chetanya Puri, Mr. Anand Awasthi, Mr. Rishabh Jain, Mr. Syed Abdul Haseeb, Mr. Chetanya Puri, Mr. Anand Awasthi, Mr. Rishabh Jain, Ms. Neha Rastogi, Mr. Sharank Dubey, Mr. P.S. Singh, Mr. Arnav Mittal, Mr. Siddharth Shankar Ray, Ms. Sonali Modi, Mr. Mukul Digitally Signed W.P, Mr. P.S.

Singh, Ms. Annu Singh, Mr. Viplav Acharya, Mr. Sandeep Tyagi, Mr. Mayank Saraswat, Mr. Ruchir Mishra, Mr. Sanjiv Kumar Saxena, Mr. Mukesh Kumar Tiwari, Ms. Reba Jena Mishra, Ms. Poonam Shukla, Mr. Siddharth Shankar Ray, Ms. Sonali Modi, Mr. Mukul Dev, Mr. Anshuman, Mr. Vaibhav Sood, Mr. Himanshu Nayyar, Mr. Nakul Sharma, Mr. Rajendra Sahu, Mr. Nitin Jain, Ms. Nitika Dubey, Mr. Viplav Acharya, Mr. Akhil Mittal, Ms. Shanya Das Pattanayak, Ms. Riddhi Jain, Ms. Shubhra Parashar, Mr. Virender Pratap Singh Charak, Mr. Jagdish Chandra Solanki, Mr. Siddharth Bajaj, Mr. Sujeet Kumar Chaudhary, Mr. Surjeet Singh

Judgement :

\$~37 to 69 * IN THE HIGH COURT OF DELHI AT NEW DELHI % Date of decision: 2nd February, 2026 + W.P.(C) 19100/2025 & CM APPL. 79494/2025 KAUSHALYA MEENAPetitioner

UNION OF INDIA & ORS.Respondents Through: Mr. Rohan Jaitley, CGSC with Mr. Viplav Acharya, SPC, Mr. Yogya Bhatia, Advocate for UoI. + W.P.(C) 19103/2025 & CM APPL. 79501/2025 ANIL KUMAR JHAPetitioner 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. + W.P.(C) 19107/2025 MD NASIR ALAMPetitioner

Digitally Signed W.P.(C) 19100/2025 and connected matters Page 1 of 22 UNION OF INDIA AND ORSRespondents Through: Mr. Umang Chopra, SPC with Mr. Karan Malhotra, GP. + W.P.(C) 19187/2025 MANOJ KUMAR AGARWALPetitioner UNION OF INDIA AND ORSRespondents Through: Mr. Shashank Bajpai, CGSC with Ms. Aashna Mehra and Mr. Vatsal Tripathi, Advocates. + W.P.(C) 11962/2025 & CM APPL. 48798/2025, CM APPL. MEGHNA RAJENDRA KUMAR MANGLAPetitioner UNION OF INDIA AND ORSRespondents Through: Mr. Vikrant N. Goyal, Mr. Piyush Wadhwa, Mr. Yash Basoya and Mr. Kunal Dixit, Advocates. + W.P.(C) 19198/2025 & CM APPL. 79974/2025

SHANTI KRISHAN DARBARPetitioner Digitally Signed W.P.(C) 19100/2025 and connected matters Page 2 of 22 UNION OF INDIA AND ORSRespondents Through: Mr. Nirvikar Verma, Senior Panel Counsel and Mr. Varun Kumar, Advocate for Uol (through video-conferencing). Mr. Mayank Sharma, Senior Panel Counsel for Uol. + W.P.(C) 19194/2025 & CM APPL. 79963/2025 M/S RAJA CATERERPetitioner UNION OF INDIA AND ORSRespondents Through: + W.P.(C) 19283/2025 RAM BHAJANGONDPetitioner UNION OF INDIA AND ORSRespondents Through: Ms. Ekta Chaudhary & Ms. Rushali Sikand, Advocates for Uol.

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W.P.(C) 19100/2025 and connected mat

Pahal, Mr. Avaneesh Singh & Ms. Through: Mr. Piyush Gupta, CGSC with Mr. Atishay Jain, Ms. Yamini Bansal and Ms. Diksha Bansal, Advocates. + W.P.(C) 19540/2025 NITU SINHAPetitioner UNION OF INDIA AND ORSRespondents Through: Mr. Ramjee Pandey, SPC. + W.P.(C) 16692/2025 & CM APPL. 68498/2025 M/S SHIV SHAKTI FOODSPetitioner Digitally Signed W.P.(C) 19100/2025 and connected matters Page 4 of 22

UNION OF INDIA AND ORSRespondents Through: Mr. Rohan Jaitley, CGSC with Mr. Dev Pratap Shahi, Mr. Varun Pratap Singh and Mr. Yogya Bhatia, + W.P.(C) 12880/2025 & CM APPL. 52588/2025 MS BH CATERING SERVICEPetitioner UNION OF INDIA AND ORSRespondents Through: Ms. Shubhra Parashar, Mr. Gaurav Khosla and Mr. Virender Pratap Charak, Advocates for Uol. Mr. Gopesh Jindal and Ms. Malvika, Advocates for R-1. + W.P.(C) 12914/2025 & CM APPL. 52788/2025 MEGHNA RAJENDRA KUMAR MANGLAPetitioner UNION OF INDIA AND ORSRespondents Through: Mr. Vikrant N. Goyal, Mr. Piyush Wadhwa, Mr. Yash Basoya and Mr. Kunal Dixit, Advocates. + W.P.(C) 12959/2025 & CM APPL. 52919/2025 Digitally Signed W.P.(C) 19100/2025 and connected matters Page 5 of 22 MS JAYABEN CATERERSPetitioner UNION OF INDIA AND ORS.

.....Respondents Through: Mr. P.S. Singh, CGSC with Ms. Annu Singh, Advocates for UoI. Mr. Sarvesh P. Shrivastava, GP. + W.P.(C) 13249/2025 & CM APPL. 54375/2025 SMT. SMITA S KUSHWAHA
.....Petitioner

Through: Mr. Chetanya Puri, SPC with Mr. Anand Awasthi and Mr. Rishabh Jain, + W.P.(C) 13433/2025 & CM APPL. 55133/2025 SH. BASUKINATHPetitioner Digitally Signed W.P.(C) 19100/2025 and connected matters Page 6 of 22 Through: Ms. Neha Rastogi, Senior Panel Counsel with Mr. Sharank Dubey, + W.P.(C) 13783/2025 & CM APPL. 56466-56467/2025 SAGAR RAJENDRA KUMAR MANGLA
.....Petitioner Through: Mr. Chetanya Puri, SPC with Mr. Anand Awasthi and Mr. Rishabh Jain, + W.P.(C) 13794/2025 & CM APPL. 56604/2025 SMT. MANJU JAISWALPetitioner Through: Mr. Syed Abdul Haseeb, CGSC with Muhammad Aamir Khan, Advocate. + W.P.(C) 13804/2025 & CM APPL. 56628/2025 SAGAR RAJENDRA KUMAR MANGLA
.....Petitioner Digitally Signed W.P.(C) 19100/2025 and connected matters Page 7 of 22 Through: Mr. Chetanya Puri, SPC with Mr. Anand Awasthi and Mr. Rishabh Jain, + W.P.(C) 13846/2025 & CM APPL. 56767/2025 SH. BASUKI NATHPetitioner Through: Ms. Neha Rastogi, Senior Panel Counsel with Mr. Sharank Dubey, + W.P.(C) 13869/2025 & CM APPL. 56848/2025 MANOJ KUMAR AGRAWAL
.....Petitioner Through: Mr. P.S. Singh, CGSC with Mr. Arnav Mittal, G.P for UoI. Mr. Siddharth Shankar Ray, CGSC with Ms. Sonali Modi and Mr. Mukul

Digitally Signed W.P.(C) 19100/2025 and connected matters Page 8 of 22 Dev, Advocates. + W.P.(C) 14034/2025 & CM APPL. 57391/2025 SMT. VIBHA AMIT GUPTAPetitioner Through: Mr. P.S. Singh, CGSC with Ms. Annu Singh, Advocates for UoI. + W.P.(C) 14367/2025 & CM APPL. 58821-58823/2025 KAUSHALYA MEENAPetitioner Through: Mr. Viplav Acharya, SPC for UoI. + W.P.(C) 15695/2025 & CM APPL. 64180/2025, CM APPL. DEEPAK NARAIN
.....Petitioner Digitally Signed W.P.(C) 19100/2025 and connected matters Page 9 of 22

Through: Mr. Sandeep Tyagi, Senior Panel Counsel with Mr. Mayank Saraswat, Advocate for UoI. + W.P.(C) 15799/2025 & CM APPL. 64737/2025 SA)JJEEV KUMAR KUSHWAHAPetitioner 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. + W.P.(C) 15858/2025 & CM APPL. 64921/2025 MANOJ KUMAR AGARWALPetitioner UNION OF INDIA AND ORSRespondents Through: Mr. Siddharth Shankar Ray, CGSC with Ms. Sonali Modi & Mr. Mukul Dev, Advocates.

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W.P.(C) 19100/2025 and connected matter

UNION OF INDIA AND ORSRespondents Through: Mr. Anshuman, SPC with Mr. Vaibhav Sood, Advocate. + W.P.(C) 17324/2025 & CM APPL. 71298/2025 SADEEK ALIPetitioner Through: Mr. Himanshu Nayyar, Senior Advocate with Mr. Nakul Sharma, Advocates. (Through VC) Through: Mr. Rajendra Sahu, Senior Panel Counsel for UoI with Mr. Nitin Jain (G.P.) and Ms. Nitika Dubey, + W.P.(C) 17981/2025 & CM APPL. 74362/2025 KAUSHALYA MEENAPetitioner Digitally Signed W.P.(C) 19100/2025 and connected matters Page 11 of 22 Through: Mr. Viplav Acharya, SPC for UoI. + W.P.(C) 17998/2025 & CM APPL. 74505/2025 KAUSHALYA MEENAPetitioner Through: + W.P.(C) 18626/2025 & CM APPL. 77416/2025 MANJU DEVIPetitioner Through: Mr. Akhil Mittal, SPC for UoI with Ms. Shanya Das Pattanayak and Ms. Riddhi Jain, Advocates. + W.P.(C) 18665/2025 & CM APPL. 77560/2025 M/S B H CATERING SERVICEPetitioner Digitally Signed W.P.(C) 19100/2025 and connected matters Page 12 of 22 Through: Ms. Shubhra Parashar & Mr. Virender Pratap Singh Charak, Advocates for UoI. + W.P.(C) 18963/2025 ARVIND KUMARPetitioner Through: 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 Digitally Signed W.P.(C) 19100/2025 and connected matters Page 13 of 22 petitions are being decided by way of this common judgment.
3. At the hearing on 28th January, 2026, it was decided that W.P.(C)
4. Accordingly, the facts in W.P.(C) 19100/2025 have been considered for the purposes of this judgment.
5. On 21st 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 21st October, 2020. In terms of the said Master License Agreement, the tenure of the license was for a period of five (5) years from 17th October, 2020 to 17th 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 30th 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. *** **

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. *** **

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 Digitally Signed W.P.(C) 19100/2025 and connected matters Page 15 of 22

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 9th 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 5th August, 2023; LPA on 5th August, 2023 and LPA 748/2024 Hani Khatoon vs. Union of India & Ors decided on 6th 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 29th 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 27th 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 30th May, 2024 as modified by the Supreme Court. The said writ petition was disposed of with the following directions: Digitally Signed W.P.(C) 19100/2025 and connected matters Page 17 of 22 14. Accordingly, it is directed that, subject to payment of license fees, the petitioner will be allowed to operate the Special Minor Unit

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 14th January, 2026 in the following terms: Digitally Signed W.P.(C) 19100/2025 and connected matters Page 18 of 22

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. Digitally Signed W.P.(C) 19100/2025 and connected matters Page 19 of 22

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. *** *** *** 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 17th 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 30th 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 Digitally Signed W.P.(C) 19100/2025 and connected matters Page 20 of 22 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 12th 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 30th May, 2024 was Digitally Signed W.P.(C) 19100/2025 and connected matters Page 21 of 22 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 30th 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.

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