



* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment Reserved on: 18th February, 2026
Judgment pronounced on: 25th February, 2026

+ **W.P.(C) 18000/2025 with CM APPL. 74507/2025 & CM APPL. 11376/2026**

VANDANA MISHRA

.....Petitioner

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

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Ms. Radhika Bishwajit Dubey, Mr.
Sarbhak Rana, Ms. Gurleen Kaur
Waraich and Mr. Kritarth Upadhyay,
Advocates.

+ **W.P.(C) 18035/2025 with CM APPL. 74595/2025**

CHANDRA MAULL MISHRA

.....Petitioner

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

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Farman Ali and Mr. Usha
Jamwal, Advocates.

+ **W.P.(C) 1727/2026 with CM APPL. 8425/2026 & CM APPL. 11235/2026**

BHAVESH JASWANI

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,



Mr. Shivam Pahal, Mr. Abhinav Kumar, Mr. Avaneesh Singh and Mr. Ambuj Kumar Singh, Advocates

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Ms. Radhika Bishwajit Dubey, Mr. Sarthak Rana, Ms. Gurleen Kaur Waraich and Mr. Kritarth Upadhyay, Advocates.

+ **W.P.(C) 2258/2026 with CM APPL. 10864/2026**

SMT. DHANDEI DEVI

.....Petitioner

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

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Ms. Radhika Bishwajit Dubey, Mr. Sarthak Rana, Ms. Gurleen Kaur Waraich and Mr. Kritarth Upadhyay, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

JUDGMENT

AMIT BANSAL, J.

1. All the aforesaid writ petitions have been filed seeking a direction to the respondents to renew the catering license awarded by the respondents in favour of the petitioners.

2. Since all the present writ petitions involve a common issue, all these petitions are being disposed of by way of a common judgment.



3. With the consent of the parties, W.P.(C) 18000/2025 is treated as the lead matter. Accordingly, the facts of the said petition are being considered for the purpose of this judgment.

4. On 15th June 2019, the respondents issued a Letter of Award in favour of the petitioner for allotment of catering stall at platform no.1 of Haridwar Railway Station. Subsequently, a Master License Agreement dated 5th March 2021 was entered into between the petitioner and the respondents in terms of the Catering Policy dated 27th February 2017. The term of the license as per the Master License Agreement was for a period of five years with effect from 5th March 2021. The Master License Agreement also provided that there would be no extension or renewal of the license term.

5. The grievance of the petitioner is that during the period of COVID-19 pandemic, there was a sharp decline in the footfall at the railway stations. Therefore, the petitioner could not run her catering stall to its complete potential. Accordingly, apart from the reduced license fee granted by the respondents, the petitioner seeks extension of her license period. The reliefs sought by the petitioner are set out below:

“(i) To issue the Writ of Mandamus or any other Writ or direction to declare the impugned Master License Agreement dated 05.03.2021 executed between Petitioner and Respondent No. 2 as illegal, arbitrary, unconstitutional, null and void-ab-initio and to quash/set aside the impugned Master License Agreement;

(ii) To issue the Writ of Mandamus or any other Writ or direction to declare the Clause No. 11 of the Commercial Circular No. 20 of 2017 "Catering Policy 2017" dated 27.02.2017 issued by Respondent No. 3 as illegal, arbitrary, unconstitutional, null and void-ab-initio and to quash/set aside the Clause No. 11 of the impugned Commercial Circular No. 20 of 2017 "Catering Policy 2017" dated 27.02.2017 issued by Respondent No.3;

(iii) To issue the Writ of Mandamus or any other appropriate Writ, order or direction to the Respondents to extend the benefit of extension of



license period to the Petitioner in proportionate to the reduce license fee during the COVID 19 pandemic period and as per the benefit given to the catering contractors of Hyderabad division as well as to the A.H. Wheeler and co. Pvt. Ltd

(iv) To grant relief to the petitioner as granted by this Hon'ble court vide its judgment/order dated 26.05.2025 in W.P. (C) No. 7323/2025 to the similar kind of licensees.”

6. The reliefs sought in all the present writ petitions are identical.
7. At the outset, counsel for the petitioners limit the reliefs in the present petitions only to the reliefs sought in prayer clauses (iii) and (iv) set out above [prayer clauses (iv) and (v) in W.P.(C) 2258/2026].
8. Counsel appearing on behalf of the petitioners places reliance on various orders passed by this Court from time to time where extension of seven months has been granted to similarly placed persons, illustratively, the judgment dated 26th May 2025 passed by a coordinate bench in W.P.(C) 7323/2025 titled ***Shaila Devi v. Union of India & Ors.*** and orders passed by this bench in W.P.(C) 297/2026 titled ***Gujarat Co-operative Milk Marketing Federation Ltd v. Union of India & Ors.*** on 9th January 2026 and in W.P.(C) 1567/2026 titled ***M/s Sai Traders v. Union of India & Ors.*** on 6th February 2026.
9. Counter affidavits have been filed on behalf of the respondents in W.P.(C) 18000/2025 and W.P.(C) 1727/2026, wherein it is stated that the reliefs sought by the petitioners are beyond the term of the Master License Agreements, which clearly provided that the license is for a period of five years and no extension/ renewal thereof is permissible. It is further stated that in the present matters, the Master License Agreements were executed between the petitioners and the respondents in 2021, *i.e.*, much after the



nationwide lockdown was imposed due to COVID-19 pandemic in the year 2020.

10. It is also stated that the respondents have already granted concessions in the license fee to the petitioners during the term of their Master License Agreements taking into consideration the reduced footfall on account of COVID-19 pandemic and hence, the petitioners are not entitled to any renewal/ extension of the license period.

11. Ms. Radhika Bishwajit Dubey, counsel appearing on behalf of the respondents, submits that the petitioners in the present writ petitions cannot claim parity with other licensees, whose license agreements were executed during or prior to the COVID-19 period.

12. I have heard counsel for the parties and perused the material on record.

13. A tabular representation of the particulars of the petitioners in the present petitions and the term of the license granted in their favour is set out below:

S. No.	Details of the case	Details of the Petitioner	Date of Master License Agreement	Date of commencement	Date of Expiry
1.	WP(C) 18000/2025 Vandana Mishra v. UOI & Ors.	GMU Catering Stall at Platform No.1 of Haridwar Railway Station.	05.03.2021	05.03.2021	04.03.2026
2.	WP(C) 1727/2026 Bhavesh Jaswani v. UOI & Ors.	GMU Number/Stall Number Stall No.7 on Platform 2/3 at Shadulapur Station.	09.12.2021	20.02.2021	19.02.2026



3.	WP(C) 18035/2025 Chandra Mauli Mishra v. UOI & Ors.	GMU at Platform No.1 Moradabad Railway Station	05.03.2021	05.03.2021	04.03.2026
4.	WP(C) 2258/2026 Smt. Dhandei Devi v. UOI & Ors.	Special Minor Unit Number/Name Stall No.01 (PF. No.1, Near Enquiry Office) at Ballia station.	26.03.2021	13.04.2021	12.04.2026
		General Minor Unit Stall No.1 at PF. No.1 (In Mid-Rly Building), Kaptanganj station.	01.07.2021	01.08.2021	31.07.2026

14. It is evident from the table set out above that the Master License Agreements of the petitioners were executed in March 2021 or thereafter, *i.e.*, much after the onset of the COVID-19 pandemic in March 2020.

15. It is also an undisputed position that the Master License Agreements clearly provided that the term of the license is for a period of five years and there would be no extension or renewal thereof. The relevant clause of the Master License Agreement is set out below:

“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 w.e.f. 05.03.2021** and subject to the provisions of Article 9 and Article 17 herein below, if not terminated.*

3.2 There will be no extension / renewal.”

[emphasis supplied]



16. The petitioners have placed reliance on the judgment dated 30th May 2024 passed by a coordinate bench of this Court in W.P.(C) 6771/2024 titled ***Ved Prakash Mishra v. Union of India & Ors.*** and other connected petitions. In the said batch of petitions, the following reliefs were sought by the petitioners:

a. to declare the Clause No.11 of the Commercial Circular No.20 of 2017 dated 27.02.2019 (“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 license fee during the Covid-19 pandemic period and as per the benefit given to other units.”

17. In the aforesaid batch of petitions, the petitioners were allottees of the years 2018, 2019 and 2020, *i.e.*, before the onset of the COVID-19 pandemic and the same is evident from a reading of paragraph 4 of the said judgment. The benefit of *dies non* period of different periods was given by the respondents to the petitioners.

18. By way of the judgment in ***Ved Prakash Mishra*** (supra) and other connected petitions, the aforesaid batch of petitions were dismissed as the Court did not find any merit in the said petitions. However, taking note of the fact that the catering stalls were operating for a long period, in order to enable the petitioners to make a transitioning alternate vending arrangement,



this Court granted three months' time to the petitioners to vacate the catering stalls. Paragraph 30 of the said judgment is 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 alternate vending arrangement/s, this Court considers it apposite to grant a period of 3 months to the petitioners from the date of 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.”

[emphasis supplied]

19. As is evident from the aforesaid extract, no extension in the license period was granted by the Court. It was only for the purposes of enabling the petitioners therein to make a transition and avail alternate vending arrangements, a period of three months was granted to the petitioners.

20. The aforesaid judgment was taken in appeal before the division bench, which was dismissed on 3rd September 2024. The SLP filed by the petitioners therein was also dismissed. However, the three months' time granted by the coordinate bench of this Court was extended by the Supreme Court by a further period of four months.

21. The petitioners herein claim that the benefit of seven months' extension that was granted to the petitioners in the said batch of petitions be also granted to them.

22. In my considered view, the benefit of extension granted to the petitioners in the said batch of writ petitions cannot be granted to the petitioners in the present petitions for the reasons discussed hereinafter.

23. The petitioners in *Ved Prakash Mishra* (supra) and other connected petitions were all allottees prior to the onset of COVID-19 pandemic,



whereas the petitioners in the present case are allottees much after the onset of COVID-19 pandemic, *i.e.*, March 2021 and thereafter. The petitioners herein consciously entered into a contract with the respondents in the year 2021 knowing fully well the prevailing situation as well as the impact of the COVID-19 pandemic on the footfall at the railway stations.

24. The respondents have already granted relaxation in the quantum of the license fee as well as other benefits taking into account the reduced footfall at the railway stations on account of the COVID-19 pandemic. This has been duly acknowledged by the petitioner in Ground (H) of the writ petition. Having obtained the benefit of the reduced license fee, the petitioners cannot seek extension of the license period.

25. It is not the case of the petitioners that the railway stations where they have their catering stalls were shut down during the period of their license and they could not operate their stalls. It is also borne out from the record that none of the petitioners made any representations to the respondents during the period when their operations were hit by the COVID-19 pandemic. The present petitions have been filed seeking extension of the license term only towards the fag end of their license.

26. In various writ petitions filed before this Court, including *Shaila Devi* (supra), *Gujarat Co-operative* (supra) and *M/s Sai Traders* (supra) relied upon by the petitioners, extensions have been granted to persons similarly placed as the petitioners. However, the said judgment/ orders have been passed in uncontested writ petitions wherein the respondents had not raised contentions that have been raised in the present petitions. Therefore, these judgment/ orders would not constitute binding precedents. Merely because a certain benefit has been granted by a Court to a certain set of petitioners



wrongfully, other persons cannot claim the said benefit as a matter of right. In this regard, a reference may be made to the observations of the Supreme Court in the judgment dated 20th November 2023 in SLP (Crl.) No. 9431/2023 titled ***Tarun Kumar v. Assistant Director Directorate of Enforcement***. Paragraph 26 of the said judgment is set out below:

“19. It is axiomatic that the principle of parity is based on the guarantee of positive equality before law enshrined in Article 14 of the Constitution. However, if any illegality or irregularity has been committed in favour of any individual or a group of individuals, or a wrong order has been passed by a judicial forum, others cannot invoke the jurisdiction of the higher or superior court for repeating or multiplying the same irregularity or illegality or for passing similar wrong order. Article 14 is not meant to perpetuate the illegality or irregularity. If there has been a benefit or advantage conferred on one or a set of people by any authority or by the court, without legal basis or justification, other persons could not claim as a matter of right the benefit on the basis of such wrong decision.”

[emphasis supplied]

27. Counsel for the petitioners has relied upon an order dated 5th August 2024 passed by the division bench of this Court in LPA 746/2024 titled ***Ms. Kaushalya Meena v. Union of India & Ors.*** In the said order, the division bench, taking note of the fact that other similarly placed persons have been granted extension of time of three months to vacate their catering stalls, granted three months’ time to the appellant therein. Once again, in my view, the petitioners herein are not entitled to the benefit of the said order as the same was passed on the principle of parity. However, in the present petitions, the respondents have clearly demonstrated that the principle of parity will not apply as the petitioners herein are not similarly placed as the petitioners who were granted the benefit of seven months.

28. In light of the discussion above, I do not find any merit in the aforesaid writ petitions and the same are accordingly dismissed.



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29. All pending applications also stand disposed of.

**AMIT BANSAL
(JUDGE)**

FEBRUARY 25, 2026

Vivek/-