

GAHC010105142026



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THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WA/183/2026

CITY LINK EXPRESS
ALU GODAM GALI, ATHGAON, GUWAHATI, ASSAM, PIN- 781001.

VERSUS

THE UNION OF INDIA AND 5 ORS.
REPRESENTED BY THE GENERAL MANAGER, N.F. RAILWAY, MALIGAON,
GUWAHATI, PIN- 781011.

2:THE PRINCIPAL CHIEF COMMERCIAL MANAGER
N.F. RAILWAY
MALIGAON
GUWAHATI
PIN- 781011.

3:THE PRINCIPAL CHIEF OPERATING MANAGER
N.F. RAILWAY
MALIGAON
GUWAHATI
PIN- 781011.

4:THE DIVISIONAL RAILWAY MANAGER (C)
LUMDING DIVISION
N.F. RAILWAY
DISTRICT- HOJAI
PIN- 782447.

5:THE FA AND CAO
N.F. RAILWAY
MALIGAON
ASSAM
PIN- 781011.

6:THE CHIEF PARCEL SUPERVISOR
N.F. RAILWAY
KAMAKHYA
PIN- 781010

For the appellant (s) : Mr. A.R. Tahbildar, Advocate
Mr. M.P. Sarma, Advocate

For the Respondent(s) : Mr. K. Gogoi, CGC

- B E F O R E -

**HON'BLE THE CHIEF JUSTICE MR. ASHUTOSH KUMAR
HON'BLE MR. JUSTICE ARUN DEV CHOUDHURY**

15.06.2026

(Ashutosh Kumar, CJ)

We have heard Mr. A.R. Tahbildar, learned Advocate for the appellant, and Mr. K. Gogoi, learned Advocate for the respondents/Union of India and 5 others.

In August 2022, the appellant had entered into a 5-year contract with the Railways, allowing it to operate a 24-ton leased parcel van on round trips between Kamakhya Railway station and Lokmanya Tilak Terminus in Mumbai via a specific train.

According to the terms of the contract, the appellant had to pay fixed freight and lease charges in advance for the space, which apparently was based on the expectation of the appellant loading and unloading of parcels at stations for earning revenue.

The difficulty arose sometimes in the year 2023, when the Railway extended the route of the train from Kamakhya to Agartala. With this change, Kamakhya station became a non-originating stop with only 5 minutes of halting time, thereby making it practically impossible for the appellant to load and unload parcels safely and efficiently. The concern

was flagged by the appellant before the Railway authorities, but the Railways continued to charge full freight and lease charges, making it difficult for the appellant to continue with the contractual agreement.

It has been submitted by Mr. Tahbildar that an attempt was made to have the stoppage time at Kamakhya station increased, which at one point of time was also done, but the stoppage time was again shortened later by the railways.

It further appears from the records that in February 2024, the Railways contemplated of terminating the contract with the appellant and re-auction the van.

The appellant had approached this Court on that occasion vide WP(C) 1117/2024. This Court set aside the termination order as also the auction notice and directed the Railways to create a suitable mechanism for loading and unloading of parcels as per the contract clauses.

Notwithstanding such an order passed by a Bench of this Court in the afore-noted writ petition, nothing was done by the Railways for making the contract workable.

Another writ petition, therefore, was filed [WP(C) 2170/2026], in which multiple prayers were made by the appellant, the prominent ones being (i) for issuance of a direction for increasing the stoppage time at Kamakhya station for loading and unloading purposes; (ii) issuance of a direction to stop collecting freight/lease charges for Kamakhya to Lokmanya Tilak Terminal segment until facilities were provided or, in the alternative, for refund of the past charges with interest and (iii) some other refund claims.

The prayer of the appellant was dismissed by the learned Single Judge at the motion stage without asking the Railways to file the counter affidavit, but granted liberty to the appellant to approach the Railway Claims Tribunal for settlement of its claims.

In obedience to the afore-noted direction in the judgment impugned in the present appeal, the appellant filed his claims before the Railway Claims Tribunal, which is still pending consideration.

The appellant, as on date, is aggrieved by the learned Single Judge not deciding the prayer made on behalf of the appellant to either stop collecting freight/lease charges for the Kamakhya-Lokmanya Tilak Terminal segment, or refund past charges with interest.

The settlement of claims of the appellant can very effectively be pursued before the Railway Claims Tribunal, where the appellant has already filed his petition. However, the Railway Claims Tribunal would not be able to respond to the appellant's prayer for stoppage of collecting freight or lease charges for the Kamakhya-Lokmanya Tilak Terminal segment.

From the averments made in the Memo. of Appeal, it appears that the entire contract has become unworkable only because of the Kamakhya station becoming a non-originating stop in-between the route from Lokmanya Tilak Terminal to Agartala, making it difficult for the appellant to accept parcels for unloading at Kamakhya station. However, it will be very difficult to compute the loss suffered by the appellant on that account, because at other Railway stations falling in the entire route, there has not been any change in the stoppage time. Thus, in the estimation of this Court, it would be absolutely difficult to direct for any

quantified refund, or prevent the Railways from charging advance freight and lease charges, as that would amount to tinkering with the contract agreement, which has been signed by the appellant and the respondents.

However, we deem it appropriate to direct Mr. Gogoi, learned Advocate for the respondents to take instructions in the matter as to whether it would be impossible for the railways to increase the stoppage time at the Kamakhya station and, in case the same is not possible, whether the contract has become unworkable.

The detailed counter affidavit, as the same was not directed to be filed before the writ Court, is required and must be filed by the next date.

Re-notify on **10.08.2026**.

JUDGE

CHIEF JUSTICE

Comparing Assistant