

S/L 76-78
27.11.2025
Court No.10
Swd

WPA 22129 of 2025

**DG Raj Highway Services
Vs.
The Union of India & Ors.**

With

WPA 18128 of 2025

**DG Raj Highway Services
Vs.
The Union of India & Ors.**

With

WPA 18767 of 2025

**DG Raj Highway Services
Vs.
The Union of India & Ors.**

*Mr. Saptarshi Roy,
Ms. Kakali Das Chakraborty*

... for the Petitioner.

Mr. Dwijadas Chakraborty.

.... for the Respondent.

1. Heard the learned Counsels for both the parties.
2. Main grievance of the petitioner is with regard to the loading and unloading of goods by PFTR trains at Bengaluru Station by not providing three hours time being the prescribed time period mentioned under the agreement dated 21st January, 2022.
3. The learned Counsel for the petitioner submits that Shalimar Division is providing three hours time to load and unload the parcel whereas Bengaluru is unable to provide the prescribed

time period for loading and unloading the parcels.

4. The learned Counsel for the respondent submits that already the issue in question had been taken up before the Bengaluru Division and in reply to the same, the Division Office, Commercial Branch, Bengaluru by a letter dated 14th June, 2023, which is reproduced below:

“No. B/C 441/Parcel Traffic/Misc/2023

Sr.DCM/KGP

Sub: NOC for floating tender for leasing of LVPH by Train No.12863/12864 Ex. HWH SMVB. - Reg.

Ref: 1. Your Office's letter No.G.27/Parcel-lease/LVPH/NOC/12863/64 dated 23.05.2023.

2. DOM/Chg, letter No. B/T.371/VPH/23 dated 14.06.2023.

Further reference to the above, A letter has been received from DOM/SBC stating that, it is operationally feasible for attaching one LVPH by Train No. 12863/12864 Ex. HWH - SMVB - HWH Exp Which is running with 22LHB coaches, since it is PFTR train loading and unloading to be done at platform only within the available time.

This is for your kind information and necessary action at your end.”

5. In conspectus of the above, I find there is a serious anomaly involved with regard to the issue of loading and unloading at the platform when

there is a specific time limit as prescribed under the agreement as it appears from the Clause 11.6 of the said agreement which is reproduced below:

“In case of dispute, on the part of Railway's obligations, where lease contract could not operationalized by the leaseholder or suspended by Railway in certain circumstances like change of loading or unloading point, not providing service, not providing sufficient time for loading or other operational problems; Railway administration (CCM) shall be empowered to deal with such situation as deem fit, depending upon the merit of case as they are doing de- facto. If later on, the problem is resolved by Railway, the intervening period involved in resolving such disputes (non-operationalization of contract/non loading by the leaseholder due to disputes) will be treated as 'dies-non'.”

6. As a last chance the respondent is directed to furnish detailed instruction as to the question of feasibility and availability of time period to load and unload the consignments at the platform.
7. Since the issue involved herein being substantial in nature and run contrary to the prescribed limit mentioned in the agreement, both the department, namely, Kharagpur Division and the Bengaluru Division should arrive at a conclusive finding to resolve the impasses which has been

created by not providing available time for the PFTR trains to load and unload their consignments.

8. Let the matter appears on 23rd December, 2025.

(Smita Das De, J.)