



2026:AHC:145723-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 24716 of 2025

M/s Moga Dhaba With Family Hall

.....Petitioner(s)

Versus

State of U.P. and 2 others

.....Respondent(s)

Counsel for Petitioner(s)	: Manish Mishra, Surendra Prasad Mishra
Counsel for Respondent(s)	: C.S.C., Dharmendra Dhar Dubey, Vinit Mishra

AFR

Judgement Reserved on 21.04.2026

Judgement Delivered on 17.07.2026

In Chamber

HON'BLE ATUL SREEDHARAN, J.

HON'BLE VIVEK SARAN, J.

(Per: Hon'ble Vivek Saran, J.)

Order on Civil Misc. Impleadment Application No.2 of 2025.

1. This impleadment application has been filed to implead the applicants as respondent Nos.4 and 5.
2. For the facts and circumstances disclosed in the application/affidavit, the impleadment application is allowed.
3. Office to carry out the necessary amendment in the array of the parties.

Order on Petition.

1. Heard Sri Nitin Sharma, learned counsel for the petitioner and learned counsel for the Respondents.

The brief facts of the case are:-

2. That the petitioner is operating a Yatri Plaza (for A.C. buses) on Moradabad-Delhi route near Gajraula for 3 years w.e.f 19.10.2024 pursuant to the bidding held by respondents/U.P. State Road Transport Corporation (hereinafter referred to "Corporation") for which a contract had been executed between the petitioner and the Corporation governing the terms and conditions.

3. The Corporation after almost a year on 16.07.2025 issued e-tender/advertisement calling upon bidders for another Yatri Plaza (for A.C. buses) for Moradabad-Delhi route near Gajraula and also for Moradabad-Bareilly route for general buses and also for Moradabad-Aligarh route for general buses for which the technical bids were opened on 05.08.2025 and thereafter the financial bids were to be opened.

4. The petitioner approached this Court through the instant writ petition with the following relief:-

(i) to issue a writ, order or direction in the nature of certiorari quashing the impugned E-Tender/Advertisement dated 16.07.2025 issued by respondent no.3.

(ii) to issue a writ, order or direction in the nature of mandamus commanding and directing the respondent no.3 to pass appropriate order on the representation of petitioner dated 17.07.2025.

Submission on behalf of the petitioner:-

5. Learned counsel for the petitioner has submitted that establishment of another Yatri Plaza (for A.C. buses) on the Moradabad-Delhi route near Gajraula by the Corporation is against their policy dated 26.11.2020, as under the said policy opening of an additional Yatri Plaza on the same route could be only done when there were more than 300 buses plied on the route. Learned counsel for the petitioner has also submitted that the action of the respondent/ Corporation is detrimental in the commercial interest of the petitioner as the petitioner had invested huge amount and opening of another/additional Yatri Plaza would definitely go to divide the customers and, therefore, on these counts the tender dated 16.07.2025 insofar as it relates to the Yatri Plaza for Moradabad-Delhi route near Gajraula (for A.C. buses) need to be quashed by this Court.

Submission of the respondents:-

6. Per contra, learned counsel representing respondents firstly submitted that the petitioner do not have any legal right to prevent opening of additional/another Yatri Plaza on the same route as it is for the wisdom of the Corporation to decide the number of such Yatri Plaza, he further submitted that the terms and conditions governing the operation of Yatri Plaza operated by the petitioner are as per the contract dated 19.10.2024 and none of the conditions prohibit the Corporation from opening another such Yatri Plaza (for A.C. Buses) on the same route or even at the same place. He further submitted that even the said contract governing the relationship inter-se Corporation and the petitioner is purely a commercial contract and no such right is available to the petitioner to stop the process of tendering of another 'Yatri Plaza' (for

A.C. Buses). He further submitted that the submission of the petitioner that there are hardly 60 buses being plied on the said route is incorrect, the said route is witnessing heavy traffic and apart from the buses of Corporation, there are number of other buses which run on the said route and in fact opening of another Yatri Plaza on the same spot would be in benefit of the travellers/public at large as there would be a healthy competition resulting in better service been given at the Yatri Plaza and the guidelines dated 26.11.2020 is having no statutory force and are guidelines and even in the same there is no such prohibition in so far as it is relating to Yatri Plaza for A.C. buses.

7. Heard learned counsel for the parties and perused the records.

8. The issue which fall for consideration before this Court are:-

(i) Whether the petitioner is having any right to challege the E-Tender/Advertisement impugned in the petition?

(ii) Whether the tender issued by the corporation is vitiated on account of arbitrariness, bias, malafides or against their own policy?

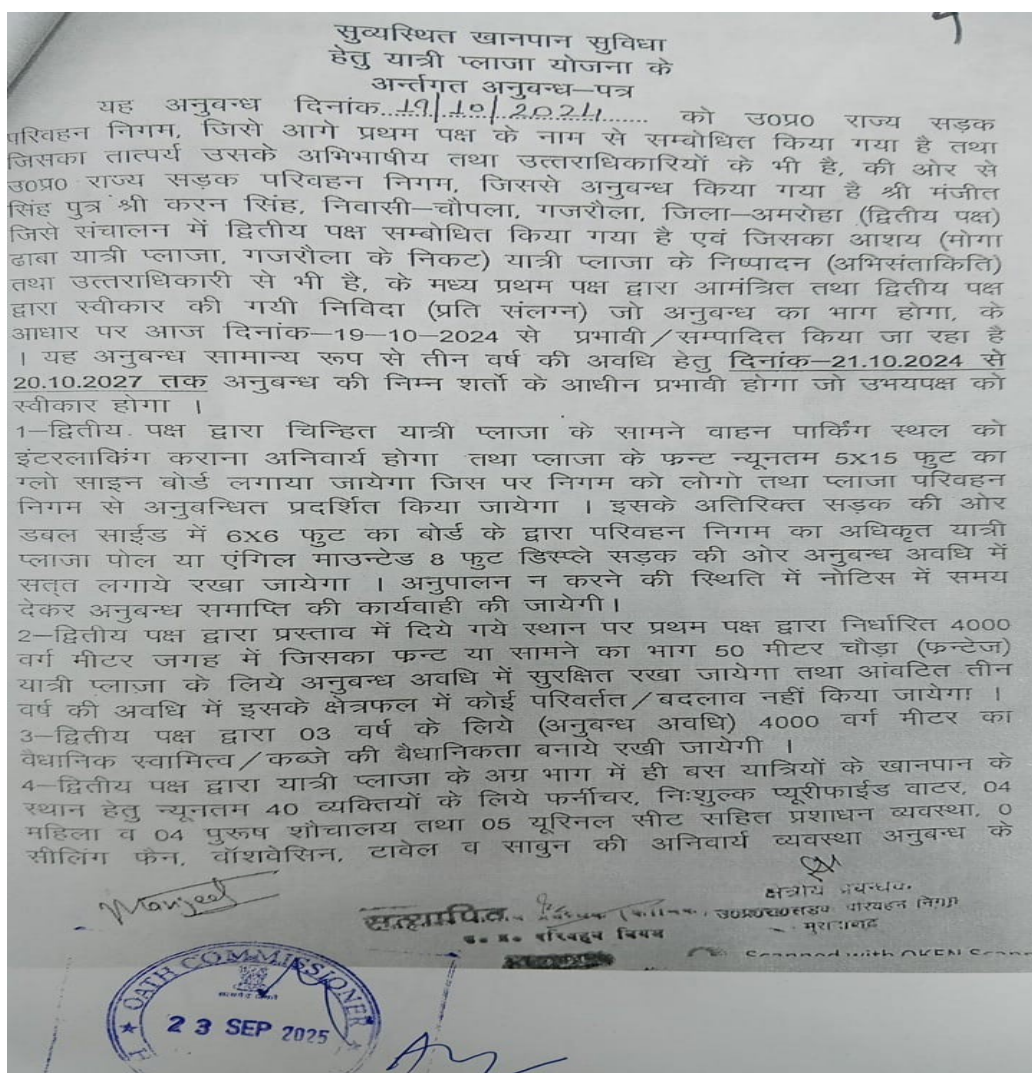
(iii) Whether the opening new Yatri Plaza by virtue of impugned E-Tender/Advertisement is against public interest?

(iv) Whether any relief can be granted to the writ petitioner?

Issue No.(i):-

9. The petitioner has approached this Court challenging the e-tender/advertisement dated 16.7.2025 issued by the corporation for

opening of a new Yatri Plaza (for A.C. Buses) on the Moradabad-Delhi route near Gajraula. Admittedly the petitioner has not participated in the tendering process and has approached this Court stating that earlier the corporation had entered into a contract dated 19.10.2024 with the petitioner to operate a Yatri Plaza (for A.C. Buses) at the same route i.e. Moradabad-Delhi route near Gajraula and, therefore, he is having a right to object for opening a new Yatri Plaza in the vicinity of his already existing Yatri Plaza. Thus the nature of right which the petitioner has is to be seen in the light of the contractual obligations amongst the parties. The contract dated 19.10.2024 entered inter-se the petitioner and the corporation is reproduced here below:-



10
 आशील रहने तक बनाये रखेगा। द्वितीय पक्ष को 16 केवीए का जनरेटर एवं डेप फ्रीजर रखना अनिवार्य होगा।

5-द्वितीय पक्ष को अनुबन्ध अवधि में खाद्य पदार्थ को तैयार करने में प्रयुक्त एडविल ऑयल आदि हानिकार फैट कंटेन्ट व लो सेचुरेटेड फण्ड के दृष्टिकोण उच्चतर एफ0डी0ए0/एगमार्क मानक के अनुरूप प्रयुक्त करना अनिवार्य होगा।

6-द्वितीय पक्ष द्वारा खाद्य पदार्थों को तैयार करने में कामर्शियल कनेक्शन या कुकिंग कोल की व्यवस्था बनाये रखना अनिवार्य होगा।

7-द्वितीय पक्ष द्वारा खान-पान सम्बन्धी वस्तुओं की दरों की सूची यात्री प्लाजा के अग्रभाग में न्यूनतम दो स्थानों पर 3x4 फुट साईज में प्रदर्शित करना अनिवार्य होगा तथा सूची में प्रदर्शित दर के आधार पर ही खानपान की सामग्री विक्रय की जायेगी। यात्री प्लाजा पर शिकायत पुस्तिका का रखना अनिवार्य होगा जिसका पाक्षिक निरीक्षणसहायक क्षेत्रीय प्रबन्धक एवं मासिक निरीक्षण क्षेत्रीय प्रबन्धक द्वारा किया जायेगा।

8-द्वितीय पक्ष द्वारा यात्री प्लाजा की हाईजीन साफ-सफाई व्यवस्था बनाये रखना अनिवार्य होगा।

7-द्वितीय पक्ष द्वारा यात्रियों को मेन्यु व रेट रू0 60/-प्रति थाली, जिसमें 04 रोटी (30 ग्राम प्रत्येक) सीजनल सब्जी 100 ग्राम, 150 एम0एल0 गाढ़ी दाल एवं एक मीडियम कटौरी चावल उपलब्ध कराना अनिवार्य होगा।

8-रू0 50/- में पैकड 2 स्लाइस की बेज सैंडविच या एक कटलेट(100 ग्राम) के जनता /पैकड पैकेज की उपलब्धता सुनिश्चित की जायेगी।

9-200 कि0मी0 या उससे लम्बी दूरी के बस कू को निःशुल्क(न्यूनतम जनता थाली के समतुल्य) भोजन व्यवस्था उपलब्ध करायी जायेगी।

10-निगम कार्मिकों को भोजन की दरों में 20 प्रतिशत की छूट दी जायेगी।

11-पैकड खान-पान की सामग्री को कम्पनी के अंकित एम0आर0पी0 की सीमा में विक्रय करना अनिवार्य होगा।



क्षेत्रीय प्रबन्धक,
 उपप्रचारण्डक परिवहन निगम
 मुराजद

उ. प्र. परिवहन निगम

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12-आवश्यकतानुसार निगम द्वारा निर्धारित निगम एवं शर्तों में किये गये संशोधन यात्री प्लाजा संचालनक को मान्य होंगे ।

13-द्वितीय पक्ष द्वारा रू0 130/- (18 प्रतिशत जीएसटी सहित) प्रति बस आगमन/प्रस्थान की फिक्स्ड दरों की अनिवार्यता होगी जिसका भुगतान द्वितीय पक्ष द्वारा बस के परिचालक को करना होगा जिसकी रसीद परिचालक द्वारा ई0टी0एम0 मशीन अथवा मैनुअल प्रति द्वारा द्वितीय पक्ष को दी जायेगी। द्वितीय पक्ष द्वारा दिवस वाईज प्रत्येक आगमन का रखरखाव रखा जायेगा तथा इसका विवरण प्रत्येक माह की 3 तारीख तक क्षेत्रीय प्रबन्धक कार्यालय में उपलब्ध कराया जायेगा।

14-अनुबन्ध की अवधि 03 वर्ष होगी तथा निविदादाता (यात्री प्लाजा) द्वारा प्रत्येक वर्ष हाल्टेज चार्ज में 05 प्रतिशत की वृद्धि की जायेगी।

15-प्रथम पक्ष अथवा नामित अधिकारी द्वारा निविदा में प्रदर्शित शर्तों के अर्न्तगत यात्री प्लाजा का समय-समय पर निरीक्षण किया जाये तथा द्वितीय पक्ष द्वारा पूर्ण सहयोग किया जायेगा व निर्धारित पंजिका में निरीक्षण टिप्पणी अंकित की जायेगी।

16-उभय पक्षों को यह अधिकार होगा कि 03 माह की पूर्व नोटिस देकर अनुबन्ध को निरस्त करा सकते हैं । यात्री प्लाजा खोलने के सम्बन्ध में यदि किसी स्तर से लाईसेंस प्राप्त किये जाने की आवश्यकता है तो लाईसेंस प्राप्त करने का पूर्ण उत्तरदायित्व द्वितीय पक्ष का होगा।

17-यात्री सुविधा के दृष्टिगत यात्री प्लाजा में साफ-सफाई एवं खान-पान की गुणवत्ता उच्च कोटि की होना अनिवार्य है तथा कमी पाये जाने पर प्रथम बार निरीक्षण में नोटिस, द्वितीय बार में रू0 5000/- तथा तृतीय बार में रू0 10,000/- का अर्थ दण्ड एवं चौथी बार में अर्नेस्ट मनी जब्त करते हुए अनुबन्ध समाप्त करने की कार्यवाही की जायेगी ।

18-अनुबन्ध अवधि में अथवा इसके बाद यात्री प्लाजा से सम्बन्धित कोई विवाद होता तो उसके निस्तारण अथवा उससे सम्बन्धित किसी भी क्षति सम्बन्धी देयता निस्तारण का दायित्व यात्री प्लाजा संचालक/स्वामी को होगा ।



क्षेत्रीय प्रबन्धक
उत्तरप्रदेश सरकार, वायव्य विभाग
मुंबई

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अनुबन्ध में प्रयुक्त किसी शब्द अभिव्यक्ति शर्त या उपबन्ध में अर्थनिर्वचन या अर्थान्वयन के सम्बन्ध में किसी पक्ष के अधिकारों या दायित्वों के सम्बन्ध में या अन्य किसी प्रकार के मामलों में कोई विवाद/संशय या मतभेद उत्पन्न होने पर उत्तर प्रदेश राज्य सड़क परिवहन निगम के प्रबन्ध निदेशक या उनके द्वारा नामित उत्तर प्रदेश राज्य सड़क परिवहन निगम के किसी अधिकारी एक मात्र मध्यस्थ हेतु ऐसा विषय सन्दर्भित किया जायेगा और ऐसे मध्यस्थ (ARBITRATOR) हेतु ऐसा विषय सन्दर्भित किया जायेगा और मध्यस्थ का निर्णय/अधिनिर्णय पक्षकारों के बीच अन्तिम निर्णायक एवं बाध्यकारी होगा। ऐसे सभी सन्दर्भों में (ARBITRATOR) एक्ट 1996 के प्राविधान एवं उनके अन्तर्गत निर्मित नियम निस्तारण हेतु लागू होंगे।

इसके साक्ष्य स्वरूप पक्षकारों में आज दिनांक- 19/10/2024 को इस विलेख को हस्ताक्षरित एवं निष्पादित किया।

द्वितीय पक्ष

Manoj

1. साक्षी - *[Signature]* [LOVE PREET SINGH]
 2. साक्षी - *[Signature]* [SHAUKEEN HASAN]

प्रथम पक्ष

[Signature]
 समीक्षापस्थिक
 उच्च न्यायालय, प्रविधिक निगम
 मुरादाबाद

सत्यापित

उच्च न्यायालय, प्रविधिक निगम
 उ० प्र० परिवहन विभाग

मुद्रांक



H.V. SINGH
 Advocate
 Reg. No. U.P. 03411/2018
 OATH COMMISSIONER
 High Court, Allahabad
 Sl. No.
 Date: 19/10/24

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10. This Court finds from the perusal of the terms and conditions of the contract inter-se the petitioner and the corporation is purely that of commercial nature. Learned counsel for the petitioner has not been able to point out that this contract between the parties fall within the ambit of ‘statutory contract’. Merely one of the parties i.e. the corporation being an instrumentality of State which may come within the ambit of Article 12 of the Constitution of India will not *ipso-facto* mean that any contract would be a statutory contract. Admittedly, whatever the rights which the petitioner have, would arise from the contractual obligation as stated above. None of the covenants contents in the contract dated 19.10.2024 prohibit or restrain the corporation from opening yet another Yatri Plaza (for A.C. Buses) in the vicinity, where the petitioner is operating a Yatri Plaza (for A.C. Buses). The petitioner could not have a better right than what arises out of the contractual obligations.

11. While exercising powers under Article 226 of the Constitution of India, this Court can entertain a petition for enforcement of any rights conferred by part III and for any other purpose. The relevant extract of Article 226 (1) of the Constitution of India is extracted below:-

“[226. Power of High Courts to issue certain writs.-(1)

Notwithstanding anything in article 32[**], every High Court shall have powers, throughout the territories in relation to which it exercises jurisdiction, to issue to any person or authority, including in appropriate cases, any Government, within those territories directions, orders or writs, including [writs in the nature of habeas corpus, mandamus, prohibition, quo warranto and

certiorari, or any of them, for the enforcement of any of the rights conferred by Part III and for any other purpose).”

12. It is settled law that this Court while exercising the powers under Article 226 of the Constitution of India can entertain a writ petition for any other purpose in order to protect the rights of an individual.

13. The Hon’ble Supreme Court in **Vinoy Kumar Vs. State of U.P. and others reported in (2001) 4 SCC 734** has held that it is a matter of prudence, that the court confines the exercise of writ jurisdiction to cases where legal wrong or legal injuries caused to a particular person or his fundamental rights are violated, and not to entertain cases of individual wrong or injury at the instance of third party. The relevant extract as contain in para 2 of the judgement rendered in Vinoy Kumar (Supra) is being extracted below:-

*"2. Generally speaking, a person shall have no locus standi to file a writ petition if he is not personally affected by the impugned order or his fundamental rights have neither been directly or substantially invaded nor is there any imminent danger of such rights being invaded or his acquired interests have been violated ignoring the applicable rules. **The relief under Article 226 of the constitution is based on the existence of a right in favour of the person invoking the jurisdiction.** The exception to the general rule is only in cases where the writ applied for is a writ of habeas -corpus or quo warranto or filed in public interest. **It is a matter of prudence, that the court confines the exercise of writ jurisdiction***

to cases where legal wrong or legal injuries caused to a particular person or his fundamental rights are violated, and not to entertain cases of individual wrong or injury at the instance of third party where there is an effective legal aid organisation which can take care of such cases. Even in cases filed in public interest, the court can exercise the writ jurisdiction at the instance of a third party only when it is shown that the legal wrong or legal injury or illegal burden is threatened and such person or determined class of persons is, by reason or poverty, helplessness or disability or socially or economically disadvantaged position, unable to approach the court for relief."

14. The petitioner has been unable to demonstrate what legal wrong or legal injury has been caused by the issuance of the advertisement impugned.

15. As discussed above, neither the petitioner is having any statutory right nor the corporation is under any statutory obligation to protect the interest more so the commercial interest of the petitioner by virtue of contract dated 19.10.2024. Learned counsel for the petitioner has failed to demonstrate any legal right which he has to have been violated or any legal wrong or legal injury being caused by the advertisement impugned in the petition for opening of another Yatri Plaza (for A.C. Buses) within the vicinity.

16. In view of the aforesaid discussion, this Court finds that no legal rights of the petitioner can said to have been violated by the corporation

by issuance of impugned advertisement/tender. The petitioner and the corporation have contractual obligations. Accordingly the issue no.i is decided against the petitioner.

Issue No.2.

17. With regards to the submission of the petitioner regarding violation of the policy dated 26.11.2020 of the Corporation, this Court finds that the referred policy dated 26.11.2020 are only guidelines issued by the Managing Director of the Corporation prescribing methodology while establishing Yatri Plaza, this interference can safely be drawn from the opening paragraph of the circular which contain the following lines which reads as under:-

“..... निम्नलिखित दिशा निर्देश जारी किये जाते हैं”

18. This Court further finds that these guidelines have not been issued under any statute. It is settled law that guidelines not having been issued under some statute have no binding force and any violation would not result in giving a right to dispute a decision so made.

19. Further the clause A-2 of the guidelines dated 26.11.2020 on which the learned counsel for the petitioner has placed much reliance in itself do not prescribe any requisite number of buses on a route while opening of a Yatri Plaza (for A.C. Buses). The guidelines and also the tender notice in its clause 6 specifically prescribe that there would be separate Yatri Plaza for A.C. buses service apart from those for regular service (Non-A.C. Buses). For ready reference Clause A-2 of the circular dated 26.11.2020 reads as under:-

"A-2 - यात्री बाहुल्यता के कारण यात्रियों की आवश्यकता की पूर्ति एवं अनावश्यक ठहराव में विलम्ब के दृष्टिगत जिन मार्गों पर 300 बसों से अधिक का संचालन हो रहा है. उन मार्गों पर यात्री सुविधा प्रभावित न हो, जिसके कारण 02 यात्री प्लाजा का चिन्हीकरण/अनुबंधन किया जायेगा। **इसके अतिरिक्त ए०सी० बसों के ठहराव हेतु पृथक से यात्री प्लाजा का चिन्हीकरण किया जायेगा।**"

20. And Clause 6 of the tender condition dated 04.07.2025 reads as under:-

“6-जिन मार्गों पर 300 बसों से अधिक का संचालन हो रहा है उन स्थानों पर 02-02 यात्री प्लाजा अप-डाउन के लिये तथा **ए०सी० बसों के ठहराव के लिये पृथक से यात्री प्लाजा का चिन्हीकरण किया जायेगा।**”

21. Evidently the Corporation has not put any restriction of minimum 300 buses being plied on a route for opening an additional/new Yatri Plaza for A.C. buses. There is no dispute that the tender dated 16.7.2025 published by the Corporation on Moradabad-Delhi route near Gajraula is for A.C. buses. The submission of the learned counsel for the petitioner regarding violation of guidelines dated 26.11.2020 are misconceived and cannot be accepted.

22. Further the submission raised by the petitioner regarding that only 60 buses are being run on the route has been disputed by the Corporation and also by the private respondent by stating that the list filed by the petitioner is from a website namely Meal On Road

www.mealonroad.com). Thus the facts are disputed and cannot be adjudicated in writ jurisdiction of this Court.

23. The Hon'ble Supreme Court in **re: Jagdish Mandal¹ Vs. State of Orissa and others** while considering the scope of judicial review in contractual matters in para 22 has held as under:-

*"22. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. **The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court.**"*

24. Learned counsel for the petitioner has not been able to point out any arbitrariness or bias been exercised by the corporation while issuing the impugned advertisement/e-tender.

25. In this view of the matter even on the limited scope of interference in contractual matters, the petitioner has failed to make out any case. Accordingly the issue no.(ii) is also decided against the petitioner.

Issue No.3.

26. This Court finds that opening of a new Yatri Plaza (for A.C. Buses) in the vicinity, where the petitioner is having his Yatri Plaza (for A.C. Buses) cannot be against public interest, as number of Yatri Plaza which would be lead to a healthier competition amongst the operators and

1 (2007)14 SCC 517

would be in public interest as it would be leading to a healthier competition which would eventually lead to provide better services to the passengers who halt on their way for refreshment. Thus issue no.(iii) is also decided against the petitioner.

Issue No.4.

27. Since the petitioner is not able to point out any infirmity or illegality in the issuance of e-tender/advertisement dated 16.07.2025, no relief can be granted to the petitioner. Thus issue no.(iv) is also decided against the petitioner.

28. In view of whatever has been discussed above, we are of the considered opinion that the writ petition sans merit and is accordingly dismissed.

29. Interim order, if any, stands vacated.

30. No order as to cost.

(Vivek Saran,J.) (Atul Sreedharan,J.)

Dt.17.07.2026

Gaurav Kulshrestha