



CGHC010127302025

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HIGH COURT OF CHHATTISGARH AT BILASPUR

Order reserved on 11.05.2026

Order pronounced on 24.08.2026

Order uploaded on 24.08.2026

WP227 No. 496 of 2025

1. M/s C.G. Engineering Multi-Functional Complex (M.F.C.), Railway Station
Bilaspur, District Bilaspur (C.G.)

... Petitioner

Versus

1. Union of India Through Senior Divisional Engineer (Accommodation) South
East Central Railway, Bilaspur, District Bilaspur (C.G.)

2. General Manager/civil, Ircon Infrastructure and Services Ltd. Having Its
Registered Office At Plot No. C-4 District Centre, Saket, New Delhi- 110017

... Respondents

For Petitioner	:	Shri Prakash Tiwari and Shri Shayon Kar, Advocates
For Respondent No.1	:	Shri Ramakant Mishra, Dy. Solicitor General with Shri Rishabh Dev Singh, Advocate
For Respondent No.2	:	Shri Nishit Kush, Advocate through VC and Shri Neeraj Baghel, Advocate

Hon'ble Shri Justice Sachin Singh Rajput

C A V Order

This petition under Article 227 of the Constitution of India has been filed against the order dated 20.03.2025 passed by the Principal District Judgment, Bilaspur, CG and order dated 14.06.2024 passed by the Estate Officer, South East Central Railway, Bilaspur, CG.

2. **Facts of the case:** Respondent No. 02 - Ircon Infrastructure and Services Limited hereinafter referred to as (for short "ISL") is a wholly owned subsidiary of Ircon International Ltd. - a Government of India Undertaking under the Ministry of Railways (Respondent No. 01). It had sub-leased the Multi-Functional Complex situated at Railway Station Bilaspur in favour of the petitioner (lessee) vide sub-lease agreement dated 08.12.2013 for a period of 15 years from the date of execution of the Sub-Lease for commercial use and to provide facilities to the Sub-Lease Deed i.e. Anchor Store, Retail Shops, Food Plaza, Pharmacy, Internet Cafe. By virtue of the Sub-Lease, the petitioner paid 34% of the component of one time down payment of Rs. 52 Lacs i.e. 17,68,000/- in favour of the respondent No. 02 through a demand draft in the year 2013 vide acceptance letter dated 11.11.2013 (Annexure P-2). The parties entered into a Sub-Lease Agreement dated 26.08.2014 by which the lessee respondent No. 02 developed a Multi-Functional Complex (MFC) comprising of a building constructed over the plot of land owned by the lesser i.e. Rail Land Development Authority (RLDA) admeasuring 360 sq. Meters situated at Railway Station Bilaspur near Gate No. 01 District Bilaspur (C.G.) vide Sub-lease agreement dated 26.08.2014 (Annexure – P-3). Thereafter, the petitioner deposited the remaining amount in 2 parts of Rs. 17,16,000/- on 11.11.2014 and on 11.11.2015 as per the terms of the Sub-

Lease agreement completing a deposit of 52,00,000/- which is a non-refundable amount. The petitioner also deposited the security amount of Rs 36,43,870/ through FDR in favour of the respondent No. 2. On 28.09.2022 the petitioner further deposited Rs. 11,75,160/- as security deposit in favour of Respondent No. 02. It is also pertinent to mention that the Petitioner also paid to the Railway Bilaspur for water connection in the MFC Building and also for the facility of septic tank and drainage. As per the sub-lease agreement, the monthly rent of the multi-functional complex (MFC) building has been fixed at Rs. 3,03,656/ which the petitioner was paying every month without delay till December 2019.

3. Case of the petitioner is that outbreak of COVID-19 affected the overall business activities of the petitioner during the pandemic train services were discontinued due to which its business fell short. During and post pandemic period, the passengers were neither keen to travel nor visited railway station frequently which affected petitioner's business and income adversely. It is stated that due to these reasons the petitioner was not able to pay monthly rent to Respondent No. 2. It is stated that the petitioner made a communication to the Respondent No. 2 vide letter dated 21.12.2020 informing that the business of MFC building was closed on the instructions of the local civil administration and there was no income during that period which is evident from communication dated 21.12.2020 (Annexure P-4). The petitioner is again stated to have made communications to Respondent No. 2 on 04.03.2021 and 02.08.2021 (collectively marked as Annexure P-5) about non functioning of MFC building in the Railway Station Bilaspur because of non-availability of trains and passengers. The sub-leased MFC building at Bilaspur Railway Station is connected to Gate No. 1 of Railway and due to

construction work Gate No. 1 was closed and the passengers were not using the same which adversely affected the work of the petitioner. It is stated that since January 2021 most of the trains were cancelled in name of maintenance and because of this, the business of the petitioner was adversely affected. It is further contended that the impugned orders deserve to be set aside for violation of the principles of natural justice.

4. The respondent No. 2 then issued a notice dated 09.11.2022 to the petitioner directing it to make outstanding payment under the head of Security Deposit, Lease Rent, interest and the Petitioner has paid security deposit of Rs. 11,75,160 on 14.12.2022. For non-payment of rent from December 2019, the Respondent No. 2 issued a demand notice dated 30.11.2022 to the petitioner for payment of outstanding rent within a period of 7 days therefrom. The petitioner being is ready to pay the dues submitted reply dated 14.12.2022 to the Respondent No. 2 seeking further time for payment of rent due, which is clear from the notice dated 30.11.2022 and the reply dated 14.12.2022 (Annexure P-7). Respondent No. 2 finally issued an ultimatum notice dated 19.12.2022 (Annexure P-8) to the petitioner stating that no communication beyond the sub-lease agreement should be entertained and the amount due till the quarter ending 31.12.2022 is Rs. 2,70,40,855/ towards upfront amount, monthly lease, security deposit and interest on delayed payment. Petitioner was also directed to deposit all pending dues within seven days from the date of issuance otherwise the sub-lease agreement would be liable for termination. Respondent No. 02 issued a letter dated 16.01.2023 (Annexure P-9) addressing to Estate Officer of Divisional Railway Manager, Bilaspur Division. It also wrote a letter dated 07.02.2023 (part of Annexure P-9) addressing to General Manager (Business Development) RLDA, New Delhi praying for initiating the eviction proceedings against the

petitioner as authorized occupants of the MFC, and handing over the possession and recovery of the overdue payment against the lease rent and various other losses and damages. It is stated that without getting any reply or permission from the estate officer or the RLDA the respondent No. 02 issued a letter dated 05.01.2023 (Annexure P-10) terminating the Sub-Lease Agreement dated 26.08.2024 and initiating the proceedings for eviction against the petitioner.

5. The petitioner preferred an arbitration petition before the High Court of Delhi seeking the appointment of an Arbitral Tribunal comprising of a sole arbitrator to adjudicate the dispute between the parties, which was dismissed on 07.03.2024 (Annexure P-11) on the ground that the premise which was leased out is a public premise and as per clause 19 the matters pertaining to the "Public Premises (Eviction of Unauthorised Occupants) Act, 1971" are kept out of the purview of arbitration. Petitioner was directed by the authorities that his current food license was issued by the Municipality which is not valid for running a food business at the railway premises and that the railway had to issue the food license to the petitioner. The petitioner then approached the railway authorities which provided a new food license in the month of January upon taking the desired charge. However, the said licence was again cancelled without any intimation or notice or information to the petitioner which is clear from document of (Annexure P-12). The Respondent Nos. 01 and 02 initiated eviction proceedings against the Petitioner before the Estate Officer, South Eastern Central Railway, Bilaspur, registered as Case No. E/BILA./LC/01/2024, wherein the Estate Officer vide order dated 14.06.2024, directed the Petitioner to vacate the premises within seven days which is apparent from (Annexure P-13). The Petitioner having already paid Rs. 52,00,000/- to Respondent No. 02 as a non-refundable amount was

further subjected to deduction of Rs. 48,00,000/- from its Fixed Deposit, making the total amount recovered Rs. 1,00,00,000/- (Rupees One Crore only). Aggrieved by the eviction order, the Petitioner preferred an appeal under Section 9 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 before the Learned Principal District Judge, Bilaspur. However, the appeal was dismissed and the eviction order was upheld on the ground that the petitioner had failed to pay rent from 10.05.2019 resulting in alleged outstanding dues of Rs. 2,70,40,855/- as on 21.12.2022. The Learned Appellate Court further observed that no valid waiver or exemption had been established and that the petitioner had failed to ensure proper representation before the Estate Officer, as the person appearing on its behalf was not duly authorised. It was also observed that the reply of the petitioner filed one day prior to the eviction order primarily challenged the authority of the Estate Officer instead of addressing the alleged non-payment. Despite being aware of the eviction proceedings, the petitioner could not ensure proper representation before the Learned Estate Officer as the person appearing on its behalf was neither duly authorised nor possessed the requisite authority letter, and its reply filed one day prior to the eviction order primarily questioned the authority of the Estate Officer instead of addressing the alleged non-payment. During the pendency of the appeal before the Learned Principal District Judge, Bilaspur, the petitioner by representation dated 23.12.2024 addressed to Respondent No. 2, expressed its *bona fide* willingness to settle the outstanding dues by paying Rs. 1.20 Crores in equal installments over the remaining lease period along with a request for extension of the lease by five years and a three-month moratorium citing damage to the premises due to vandalism and the adverse impact of the COVID-19 pandemic. However, the said proposal was not considered by

Respondent No. 2 which is evident from (Annexure P-14). Thereafter, respondent No. 1 issued a notice dated 22.03.2025 directing the Petitioner to vacate the premises within seven days, failing which appropriate legal action would be initiated, which is clear from (Annexure P-15).

6. Counsel for the petitioner submits that the impugned order dated 20.03.2025 is unjustified, arbitrary, illegal and contrary to the facts and applicable law having been passed without affording the petitioner an effective opportunity of hearing. He submits that the petitioner was an authorised occupant and had made all requisite payments and deposits up to December 2019. Moreover, it is submitted that respondent No. 2 had deducted Rs. 48,00,000/- from the security deposit and was already holding a non-refundable deposit of Rs.52,00,000/- aggregating to Rs.1,00,00,000/-. He submits that duly authorised representative of the petitioner despite appearing before the learned Estate Officer pursuant to a Power of Attorney was not permitted to mark his appearance. It is submitted that the alleged default thereafter occurred due to the unforeseen COVID-19 pandemic, lock down, suspension and cancellation of trains, reduced passenger movement and closure of Gate No. 1 of Bilaspur Railway Station due to construction which severely affected the passenger business and income. He submits that the petitioner had duly informed Respondent No. 2 of these circumstances vide letter dated 21.12.2020. He further submits that during the pendency of the appeal, the petitioner vide representation dated 23.12.2024 offered to pay Rs.1.20 crore towards the outstanding dues in equal installments, sought a five-year extension of the lease and a three-month moratorium, but Respondent No. 2 failed to respond to all that. Thus he submits that the petitioner's conduct was *bona fide* and the circumstances resulting in the alleged default were beyond his control. It is further contended that before

issuing the eviction order, no proper opportunity of hearing was provided to it and therefore the impugned orders are liable to be set aside for violation of the principles of natural justice.

7. Counsel for respondent No.2 submits that the Sub-Lease Agreement dated 26.08.2014 was validly terminated on 05.01.2023 due to the petitioner's persistent and substantial default in payment of lease rent. He submits that the petitioner admittedly paid only Rs.17,68,000/-, being 34% of the one-time down payment of Rs.52,00,000/- and thereafter failed to pay the subsequent installments and lease rent, but no payment was made after 10.05.2019 much prior to the outbreak of COVID-19. As on the date of termination, an amount of Rs. 2,70,40,855/- was outstanding and the total dues had earlier been quantified at Rs. 2,54,42,767/- as on 09.11.2022. The claim of the petitioner of having made further payments is unsupported by any documentary evidence. It is further submitted that the Sub-Lease Agreement contains no *force majeure* provision and expressly requires payment of monthly lease rent irrespective of the business generated from the premises. It is submitted that the monthly rent was Rs.3,03,656/- subject to enhancement by 15% every fourth year. Accordingly, the subsequent COVID-19 pandemic cannot absolve the petitioner from his contractual liability, particularly when the default had commenced well before March 2020. The petitioner was also responsible under the agreement for obtaining necessary licence and arranging water and other facilities at his own cost. Counsel for respondent No. 2 submits that repeated opportunities were afforded to the petitioner before the learned Estate Officer and the learned District Judge. He submits that petitioner's allegation that his authorised representative was prevented from appearing is incorrect, rather its

representative failed to produce proper authorisation/identity documents when called upon to do so. He submits that the proceedings were therefore conducted in accordance with law and after due opportunity. It is further submitted that the security deposit/FDR of Rs.11,75,160/- was forfeited in accordance with the terms of the Sub-Lease Agreement upon its termination. The petitioner, having failed to discharge the contractual dues, became an unauthorised occupant of the premises upon termination on 05.01.2023. The subsequent representation dated 23.12.2024 offering payment of Rs.1.20 crore cannot revive the terminated Sub-Lease Agreement or confer any continuing right of occupation, particularly when the outstanding dues remained unpaid. The said representation was made only after termination and cannot defeat the Respondent's accrued rights. It is therefore submitted that the impugned order dated 20.03.2025 is lawful, reasoned and based upon the admitted contractual defaults and outstanding dues. The Petitioner has failed to establish any ground warranting interference by this Court. Accordingly, the writ petition deserves to be dismissed with costs, and the Petitioner be directed to comply with the consequences of termination, including payment of applicable dues and charges for unauthorised occupation in terms of the Sub-Lease Agreement.

8. Heard learned counsel for the parties and carefully perused the material available on record.

9. Learned counsel for the petitioner has advanced detailed submissions concerning the termination of the Sub-Lease Agreement and has also relied upon the circumstances arising out of the COVID-19 pandemic and the principle of *force majeure*. It has also been submitted that the petitioner was ready and willing to pay the principal amount due. On the other hand, learned

counsel appearing for the respondents has supported the termination of the Sub-Lease Agreement and the orders passed by the learned Estate Officer and the learned Principal District Judge. However, having regard to the nature of the proceedings before this Court, the principal question requiring consideration is whether the order passed by the Estate Officer on 14.06.2024 and the order dated 20.03.2025 passed by the learned Principal District Judge can withstand scrutiny in exercise of the supervisory jurisdiction of this Court under Article 227 of the Constitution of India. In the writ petition, the petitioner has principally prayed for setting aside the order dated 20.03.2025 passed by the learned Principal District Judge, Bilaspur (Annexure P-1) as well as the order dated 14.06.2024 passed by the Estate Officer (Annexure P-13). The petitioner has also sought continuation of its possession over the Multi-Functional Complex and reasonable time for payment of the outstanding dues, particularly, in view of the financial hardship and business disruption allegedly caused by external circumstances.

10. It is pertinent to note that the proceedings were initially instituted by way of petition under Article 226 of the Constitution of India but were subsequently converted into proceedings under Article 227. Thus, this Court is exercising its supervisory jurisdiction under Article 227 to examine whether the orders passed by the Estate Officer and affirmed by the learned Principal District Judge suffer from any jurisdictional error, perversity, material irregularity or violation of the principles of natural justice. This Court has summoned the records of the proceedings before the Estate Officer as well as the learned Principal District Judge.

11. As regards service of Notice under the Act of 1971, perusal of the record reveals that respondent No.2 addressed communications to the Estate

Officer dated 28.03.2024 and 20.03.2024 pursuant to which a notice under Section 4(1) of the Act of 1971 was issued on 03.06.2024 directing the parties to appear on 11.06.2024 at 3:30 p.m. and to present their respective cases and evidence. When the matter was taken up before the Estate Officer on 11.06.2024, the respondents had appeared but the petitioner itself did not appear. Instead, a person claiming to be Sandeep Kumar Pandey had appeared. Upon being asked to produce identity proof, the said person stated that he was Vikas Pandey brother of Sandeep Kumar Pandey. The order passed by the Estate Officer records that when valid proof of identity was demanded, the said person was unable to produce any document and no reply was filed on behalf of the petitioner. In the absence of a reply, the Estate Officer heard the oral submissions of the respondents and fixed the matter for orders on 12.06.2024. On 12.06.2024 the letter dated 11.06.2024 addressed to the Additional Divisional Railway Manager was placed on record. The Estate Officer observed that instead of filing reply to the show-cause notice, the petitioner had questioned the jurisdiction of the Estate Officer and had referred to a pending proceeding before the High Court. The Estate Officer did not take the said letter into consideration and proceeded to decide the matter on merits ultimately allowing the application of the respondents. Thereafter, the petitioner preferred an appeal under Section 9 of the Act of 1971 before the learned Principal District Judge inter alia, contending that no effective notice of the hearing fixed for 11.06.2024 had been served upon the petitioner and that the order of eviction had been passed without affording it a proper opportunity of hearing. Learned Principal District Judge, however, rejected the appeal by order dated 20.03.2025.

12. In order to appreciate the rival submissions, it would be apposite to refer to the relevant provisions of Sections 4 and 5 of the Act of 1971, which

govern issuance of notice and the procedure for eviction from public premises. Section 4 of the Act contemplates issuance of a notice by the Estate Officer where he has information that any person is in unauthorised occupation of public premises and that such person should be evicted. The notice is required to call upon the concerned person to show cause as to why an order of eviction should not be made. The statutory provision further prescribes the contents of the notice and requires the notice to specify the grounds on which the proposed order of eviction is sought to be made. Section 4(3) further contemplates affixture of the notice on the outer door or some other conspicuous part of the public premises in the manner prescribed. The statutory scheme thus makes it clear that service of an effective show-cause notice is not a mere procedural formality. It constitutes the foundation for providing the occupant an opportunity to place his defence before an order of eviction is passed. In the present case, the record of the Estate Officer contains a show-cause notice dated 03.06.2024. The record, however, does not satisfactorily establish service of the said notice upon the petitioner. One returned speed-post envelope addressed to the petitioner is available on record bearing the endorsement "left". Thus, it is apparent that the notice sent by speed post remained unserved. The record further contains order sheets dated 11.06.2024, 12.06.2024 and 14.06.2024. However, despite the impugned order referring to the issuance of the show-cause notice on 03.06.2024, the record does not contain any order sheet dated 03.06.2024 demonstrating the manner in which service of the notice was effected. The proceedings were thereafter treated as ex parte primarily on the basis that the person who appeared on 11.06.2024 claimed initially to be Sandeep Kumar Pandey but subsequently disclosed himself to be Vikas Pandey, brother of the petitioner, and failed to produce satisfactory proof of

identity or authority. For ready reference, the aforesaid provisions of Sections 4 and 5 of the Act of 1971 are reproduced as under:

“4. Issue of notice to show cause against order of eviction.-(1) If the estate officer has information that any person is in unauthorised occupation of any public premises and that he should be evicted, the estate officer shall issue in the manner hereinafter provided a notice in writing within seven working days from the date of receipt of the information regarding the unauthorised occupation calling upon the person concerned to show cause why an order of eviction should not be made.

(1A) If the estate officer knows or has reasons to believe that any person is in unauthorised occupation of the public premises, then, without prejudice to the provisions of sub-section (1), he shall forthwith issue a notice in writing calling upon the person concerned to show cause why an order of eviction should not be made.

(1B) Any delay in issuing a notice referred to sub-sections (1) and (1A) shall not vitiate the proceedings under this Act.

(2) The notice shall-

(a) specify the grounds on which the order of eviction is proposed to be made; and

(b) require all persons concerned, that is to say, all persons who are, or may be, in occupation of, or claim interest in, the public premises,-

(i) to show cause, if any, against the proposed order on or before such date as is specified in the notice, being a date not later than seven days from the date of issue thereof; and

(ii) to appear before the estate officer on the date specified in the notice along with the evidence which they intend to produce

in support of the cause shown, and also for personal hearing, if such hearing is desired.

(3) The estate officer shall cause the notice to be served by having it affixed on the outer door or some other conspicuous part of the public premises, and in such other manner as may be prescribed, whereupon the notice shall be deemed to have been duly given to all persons concerned.

5. Eviction of unauthorised occupants.- (1) If, after considering the cause, if any, shown by any person in pursuance of a notice under section 4 and any evidence produced by him in support of the same and after personal hearing, if any, given under sub-clause (ii) of clause (b) of sub-section (2) of section 4, the estate officer is satisfied that the public premises are in unauthorised occupation, the estate officer shall make an order of eviction, for reasons to be recorded therein, directing that the public premises shall be vacated, on such date as may be specified in the order but not later than fifteen days from the date of the order, by all persons who may be in occupation thereof or any part thereof, and cause a copy of the order to be affixed on the outer door or some other conspicuous part of the public premises:

Provided that every order under this sub-section shall be made by the estate officer as expeditiously as possible and all endeavour shall be made by him to issue the order within fifteen days of the date specified in the notice under sub-section (1) or sub-section (1A), as the case may be, of section 4.

(2) If any person refuses or fails to comply with the order of eviction on or before the date specified in the said order or within fifteen days of the date of its publication under sub-section (1), whichever is later, the estate officer or any other officer duly authorised by the estate officer in this behalf may, after the date so specified or after the expiry of the period aforesaid, whichever is later, evict that person from, and take possession of, the public

premises and may, for that purpose, use such force as may be necessary:

Provided that if the estate officer is satisfied, for reasons to be recorded in writing, that there exists any compelling reason which prevents the person from vacating the premises within fifteen days, the estate officer may grant another fifteen days from the date of expiry of the order under sub-section (1) to the person to vacate the premises.”

13. It is significant that the application under the Act of 1971 had been filed by respondent No.2 before the Estate Officer on 14.03.2023. The show-cause notice available on record does not indicate that a copy of the said application was enclosed with the notice or otherwise duly served upon the petitioner. The application contained detailed grounds for seeking eviction of the petitioner. However, the record does not satisfactorily demonstrate that the petitioner was supplied with the said application so as to enable it to effectively meet the allegations contained therein. The returned speed-post envelope and the absence of satisfactory material establishing service of the show-cause notice assume significance in this context. It is true that both the Estate Officer and the learned Principal District Judge recorded a finding that the petitioner had been served with the show-cause notice but they failed to file a reply or produce documents in support of its defence. The question before this Court is not merely of notice being issued, rather the core question is whether such notice even if issued was effectively serviced or not in accordance with the statutory requirement so as to enable it to exercise its right to defend the proceedings. The record in this case however does not satisfactorily establish such service.

14. This Court is conscious of the limited scope of interference under Article 227 of the Constitution of India. Ordinarily this Court would not substitute its own view for that of the authorities below merely because another view is possible, but where the proceedings apparently suffer from violation of the principles of natural justice or where a statutory authority proceeds without complying with the mandatory procedural requirements, interference under Article 227 becomes the bounden duty of this Court in the interest of justice. It is a fundamental principle of law that no person should be condemned unheard. The principle of *audi alteram partem* is an essential component of fair procedure and applies to proceedings under the Act of 1971 as well. In the present case, notwithstanding the finding of the authorities below that the petitioner had been served, the material available on record raises a serious doubt regarding effective service of the show-cause notice. The returned postal acknowledgement bearing the endorsement “left” coupled with the absence of any satisfactory material demonstrating service in the manner contemplated by Section 4 of the Act of 1971, cannot be ignored. It is worthwhile to mention here that the Estate Officer proceeded to decide the matter without ensuring that the petitioner had been afforded a meaningful opportunity to submit its reply and produce evidence in support of its defence. Learned Principal District Judge while considering the appeal also failed to adequately address the aforesaid defect in service and proceeded on the assumption that the petitioner had been duly served.

15. In the considered opinion of this Court, both the Estate Officer and the learned Principal District Judge fell into error in holding that the statutory requirement relating to service of notice had been duly complied with. The impugned orders, therefore, cannot be sustained.

16. All the aforesaid apart, it is also apparent from the record that the Estate Officer proceeded at hot haste in deciding the proceedings. Since the matter involved eviction of the petitioner from public premises, it had serious civil consequences. It is a settled principle that justice must not only be done but must appear to have been done. Where an order entails serious civil consequences, the authority must ensure strict adherence to the principles of natural justice and provide the affected party a real and effective opportunity of hearing. In the present case, the order of eviction has wide ramifications for the petitioner. The petitioner was sought to be evicted from the public premises without the record satisfactorily demonstrating that it had been effectively served with the statutory show-cause notice and afforded a meaningful opportunity to place its defence before the Estate Officer. In these circumstances, this Court is of the considered opinion that the petitioner deserves an opportunity to contest the proceedings before the Estate Officer in accordance with law.

17. For the foregoing reasons, the impugned order dated 20.03.2025 passed by the learned Principal District Judge, Bilaspur (Annexure P-1) and the order dated 14.06.2024 passed by the Estate Officer, South East Central Railway, Bilaspur (Annexure P-13) are liable to be and are hereby set aside.

18. Case No. E/Bilaspur/LC/01/2024 is restored to its original number on the file of the Estate Officer, South East Central Railway, Bilaspur (Chhattisgarh). The parties shall appear before the learned Estate Officer on **15.09.2026**. The petitioner shall be at liberty to file its reply to the application filed by the respondents and to lead such evidence as may be permissible in law. The learned Estate Officer shall thereafter proceed with the matter in

accordance with law and decide the application of the respondents as early as possible preferably within a period of two months from the first date of hearing before it i.e. 15.09.2026 without being influenced by any observation made in the present order on the merits of the rival claims.

19. It is made clear that this Court has examined the matter only from the stand point of compliance with the statutory requirement of service and the principles of natural justice. The rival claims of the parties on the merits including the alleged arrears, contractual obligations, termination of the Sub-Lease Agreement and the petitioner's defence thereto, shall be considered independently by the learned Estate Officer in accordance with law.

20. It is further made clear that if the petitioner fails to appear before the learned Estate Officer on 15.09.2026, the Estate Officer shall be at liberty to proceed with the matter in accordance with law without issuing any further notice to the petitioner, subject to the applicable statutory provisions.

21. With these observations, writ petition is allowed to the extent indicated above.

22. No order as to costs.

Sd/-

(Sachin Singh Rajput)
Judge