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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 7253/2019 & CM Nos. 30109/2019 & 30110/2019

EXPRESS FOODS SERVICES

..... Petitioner

Through: Mr Akshat Bajpai and Mr Rishabh
Mishra, Advocates.

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD & ANR.

..... Respondents

Through: Mr Nikhil Majithia, Advocate for R-
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CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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08.07.2019

1. The petitioner has filed the present petition, *inter alia*, impugning the letter dated 22.03.2019 issued by the respondents terminating “the agreement dated 07.03.2017 for licence to set up and operate a Food Plaza at Patna (Ground Floor) Railway Station.
2. The petitioner states that pursuant to its bid being declared successful in an open tender, the petitioner was granted a licence to operate a food plaza at Patna Railway Station by a Letter of Award dated 21.07.2015.
3. It is the petitioner’s case that the foot fall at the said station has reduced as certain trains were diverted from the said railway station. The petitioner claims that in view of the above, respondent no.1 was required to reduce the licence fee. The petitioner claims that it sent various letters to the respondents relying on Clause 4.1 of the Licence Agreement for reduction of

the licence fee; however, its request was not processed.

4. Respondent no.1 has terminated the Licence Agreement by the impugned order dated 22.03.2019 and has forfeited the security deposit furnished by the petitioner. Respondent no.1 has also issued a notice inviting fresh tenders for running the food plaza from the premises.

5. Admittedly, the contract between the parties contains an arbitration clause. The petitioner has invoked the said dispute resolution mechanism and an arbitral tribunal has been constituted to adjudicate the disputes.

6. Concededly, the petitioner has also made claims which are founded on the contention that the contract had been illegally terminated. In view of the above, no interference is warranted by this Court in these proceedings. The petition is, accordingly, dismissed. It is clarified that all contentions of the parties in relation to the contract are reserved. All pending applications are also disposed of.

VIBHU BAKHRU, J

JULY 08, 2019
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