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

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**Date of decision: 30.01.2020**

+ O.M.P.(I) (COMM.) 471/2019

M/S SATYAM CATERERS PVT. LTD ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 472/2019

M/S ROOP CATERERS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 474/2019

R. K. ASSOCIATES AND HOTELIERS PVT. LTD ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 475/2019

R. K. ASSOCIATES AND HOTELIERS PVT.LTD. .... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 476/2019

R. K. ASSOCIATES AND HOTELIERS PVT.LTD. .... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 479/2019

M/S SATYAM CATERERS PVT. LTD. .... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 489/2019

M/S BRANDAVAN FOOD PRODUCTS .... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 491/2019

R. K. ASSOCIATES AND HOTELIERS PVT.LTD. .... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 492/2019  
M/S BRANDAVAN FOOD PRODUCTS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 493/2019  
M/S BRANDAVAN FOOD PRODUCTS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 494/2019  
M/S BRANDAVAN FOOD PRODUCTS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED (IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 495/2019  
M/S SATYAM CATERERS PVT. LTD. .... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 496/2019  
M/S BRANDAVAN FOOD PRODUCTS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 497/2019  
M/S BRANDAVAN FOOD PRODUCTS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 498/2019  
M/S BRANDAVAN FOOD PRODUCTS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 499/2019  
M/S ROOP CATERERS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 500/2019  
M/S ROOP CATERERS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 501/2019  
M/S ROOP CATERERS ..... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 502/2019  
M/S SATYAM CATERERS PVT. LTD. .... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC) ..... Respondent

+ O.M.P.(I) (COMM.) 503/2019  
R. K. ASSOCIATES AND HOTELIERS PVT. LTD. .... Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LIMITED(IRCTC)

..... Respondent

**Presence:**

Mr. Manish K. Bishnoi, Mr. Umang Raj, Mr. Anurag Sarda and Mr. Sachin Sharma, Advocates for petitioners.

Mr. Nikhil Majithia, Advocate for IRCTC.

**CORAM:**  
**HON'BLE MS. JUSTICE JYOTI SINGH**

**JYOTI SINGH, J. (ORAL)**

1. Mr. Majithia, learned counsel for the respondent, on instructions, submits that the present contracts of the petitioners will be extended till 31.03.2020. Mr. Majithia also draws the attention of this Court to the order passed by the learned Arbitrator on 06.01.2020 in similar cases which are pending adjudication before the Arbitral Tribunal. He submits that the Arbitral Tribunal has directed the claimants therein to ensure that they pay the license fee under the old contract and as per its terms, without default, till passing of the Award. Mr. Majithia thus submits that the same undertaking must be given by the petitioners herein since the contracts have been extended by the respondent.

2. Mr. Bishnoi, learned counsel for the petitioners submits that the

petitioners would continue to pay the license fee as per the terms of the old contract, without any default with respect to the contracts in the present petitions till the Award is passed in the pending Arbitration Proceedings.

3. With the consent of the parties, the present petitions are disposed of recording the submission of Mr. Majithia that the licenses in the contracts which are subject matter of the present petition have been extended upto 31.03.2020. The assurance of the petitioners that they will continue to pay the license fee with respect to these contracts till the passing of the Award in the pending Arbitration Proceedings, without any default, is also taken on record. No further orders are required in the present petitions.

**JANUARY 30, 2020**

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**JYOTI SINGH, J**