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

+ **ARB.P. 796/2024**

DOONS CATERERS

.....Petitioner

Through: Mr. Puneet Agarwal, Mr. Prem Kandpal and
Mr. Chetan Kumar Shukla, Advs.

versus

INDIAN RAILWAY CATERING AND

TOURISM CORPORATION LTD & ANR.

.....Respondents

Through: Mr Ashim Shridhar, Adv. for R-1/IRCTC
Mr Bhagvan Swarup Shukla, CGSC with
Mr Anirudh, G.P. for R-2/UOI.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **24.09.2024**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioner participated in a bid floated by respondent No. 1 for supply of catering service on trains. The petitioner was declared successful and was granted license for a period of 10 years on 3 trains under Master License Agreements dated 21.03.2014 and 24.03.2014.
3. The petitioner provided food and beverages in the trains but there is a dispute with regard to supply and rates of the welcome drink.
4. The arbitration clause is contained in Clause 8.9 of the three Tripartite Agreements dated 25.07.2017 and 14.08.2017 and reads as under:



“8.9 In case of any dispute the matter shall be referred for Arbitration to a Sole Arbitrator to be appointed as per Arbitration & Conciliation Act, 1996 as amended from time to time.”

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 03.10.2023 and subsequently the present petition has been filed.

6. Mr Sridhar, learned counsel for the respondent No.1 on instructions states that the respondent No. 1 has no objection to the disputes being referred to a Sole Arbitrator.

7. For the said reasons, the petition is allowed and the following directions are issued:-

vii) Ms. Justice Mukta Gupta (Retd.) (Mob. No. 9650788600) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

viii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).

ix) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.

x) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

xi) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any



other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

xii) The parties shall approach the learned Arbitrator within two weeks from today.

8. Since the dispute is only with respondent No. 1, Mr Shukla, learned CGSC presses that respondent No. 2 be deleted from the array of parties. It is ordered accordingly.

9. It is stated by Mr Agarwal, learned counsel for the petitioner that there is a connected matter being ARB.P.1458/2024 in which he shall be moving an application for early hearing application. Let the needful be done.

JASMEET SINGH, J

SEPTEMBER 24, 2024

sr/SP

[Click here to check corrigendum, if any](#)