

O.A.Nos.762 & 763 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.09.2025

CORAM

THE HON'BLE Mr. JUSTICE N. ANAND VENKATESH

O.A.Nos.762 & 763 of 2025

M/s.Arenco Catering,
rep. by its Partner Stalin George M.G. .. Applicant in both cases

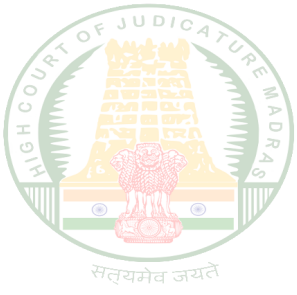
VS

Indian Railway Catering and Tourism
Corporation Limited and others .. Respondents in both cases
Prayer in O.A. No.762 of 2025: To pass an order restraining the first
respondent or any of its assigns, agents or delegates from enforcing the
Termination Notice dated 18/07/2025.

Prayer in O.A. No.763 of 2025: To pass an order restraining the first
respondent or any of its assigns, agents or delegates from preventing the
petitioner to continue the contract in Train No.12841-42, Coromandal
Express Train (Howrah-Chennai-Howrah) as per the Tri Partite Agreement
dated 30/05/2017.

For applicant in both cases : Mr.Sankaranarayanan,
Senior Counsel for
Mr.T.N.C.Kaushik

For respondents in both cases : Mr.V.G.Suresh Kumar
for R1 & R2



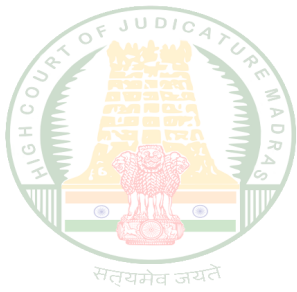
O.A.Nos.762 & 763 of 2025

COMMON ORDER

WEB COPY These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (for brevity referred to as 'the Act') for an order of interim injunction restraining the first respondent from enforcing the Termination Notice dated 18.07.2025 and also to injunct the first respondent from preventing the applicant to continue the contract in Train No.12841-42, Coromandal Express Train (Howrah-Chennai-Howrah) as per the Tri Partite Agreement dated 30.05.2017.

2.During the pendency of these applications, the Termination Notice dated 18.07.2025 had already been given effect to and a new Contractor has also been appointed. In view of the same, the relief now sought for in these applications has become infructuous.

3.Considering the same, this Court directed the learned Standing Counsel appearing on behalf of 1st and 2nd respondents to get instructions as to whether the respondents are agreeable for appointing an Arbitrator by this Court by mutual consent of both the parties.



O.A.Nos.762 & 763 of 2025

4. When the matters came up for hearing on 06.08.2025, this Court

passed the following order:

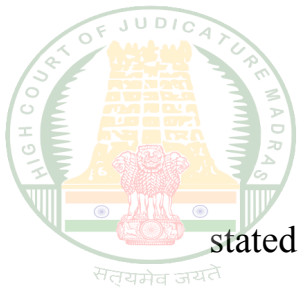
'Learned Senior Panel Counsel for the third respondent has received instructions from his client. He would point out that these applications are not maintainable before this Court since this Court lacks territorial jurisdiction to decide these applications for the following reasons:-

(a) Under the Contract which is the subject matter of the dispute between the parties, the Venue of Arbitration is fixed at the place where the Letter of Acceptance was issued which according to the learned Senior Panel Counsel for the third respondent is Calcutta.

(b) The jurisdiction clause provided under the Contract also stipulates that Calcutta High Court alone has got exclusive jurisdiction to adjudicate the dispute between the parties. 2. Learned Senior Panel Counsel for the 3rd respondent therefore seeks time to file counter in these applications.

3. Post the matter for filing counter and for disposal on 01.09.2025.'

5. When the matters are taken up for hearing today, the learned Standing Counsel appearing on behalf of 1st and 2nd respondents produced the written instructions received from the Deputy General Manager/HRD, Indian Railway Catering and Tourism Corporation Limited, Chennai. It is

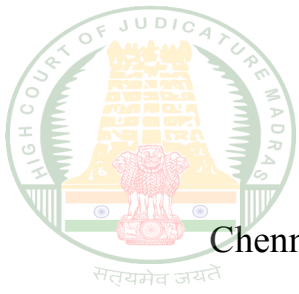


O.A.Nos.762 & 763 of 2025

stated that the IRCTC, Corporate Office, New Delhi has given consent for appointment of an Arbitrator by Hon'ble High Court of Madras.

6.In the light of the above written instructions given by the concerned authority, the learned Senior Counsel appearing for the applicant submitted that an Arbitrator can be appointed in this case. But, however, this Court makes it clear that this order should not be taken as a precedent in the other cases and the parties who have the seat of arbitration elsewhere should not seek for a similar relief before this Court for appointment of an Arbitrator. The dispute between the parties pertains to the termination of the contract by notice dated 18.07.2025 on the ground that there was non-payment of licence fees on the part of the applicant and the 1st and 2nd respondents are seeking to recover the same along with interest. This issue can be dealt with by the learned Arbitrator.

7.In the light of the above discussion, this Court is inclined to appoint a sole Arbitrator. Accordingly, Ms.G.Thilakavathi, Senior Advocate, with address for service at No.7, 1st Cross Street, Kilpauk Garden Colony,



O.A.Nos.762 & 763 of 2025

Chennai 600 010, Mobile No.90031 34217 is appointed as sole Arbitrator

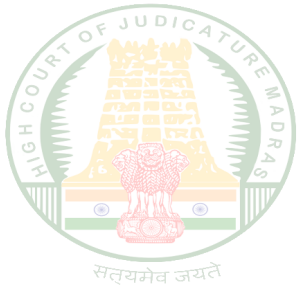
WEB COPY

and the Arbitrator is requested to enter upon reference qua the Tri Partite Agreement dated 30.05.2017, adjudicate the arbitral dispute that were arising between the parties by holding the sittings in any venue in Chennai to the convenience of all concerned and render an award. Fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

8.These applications are disposed of in the above terms.

23.09.2025

vga



WEB COPY



O.A.Nos.762 & 763 of 2025

N. ANAND VENKATESH, J.

vga

O.A.Nos.762 & 763 of 2025

23.09.2025