



2025:DHC:10666



\$~53 to 59

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

% **Date of Decision: 28th November, 2025**

+ W.P.(C) 3318/2025 & CM APPL. 15659/2025

OM SAI RAM CATERING

.....Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD.Respondent

54

+ W.P.(C) 3320/2025 & CM APPL. 15726/2025

M/S A. J. S CATERERS & ANR.

.....Petitioners

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION & ORS.Respondents

55

+ W.P.(C) 3331/2025 & CM APPL. 15762/2025

M/S DOONS CATERERS & ANR.

.....Petitioners

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION & ORS.Respondents

56

+ W.P.(C) 3332/2025 & CM APPL. 15765/2025



2025:DHC:10666



M/S HOTEL RAJASTHAN

.....Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LIMITEDRespondent

57

+ W.P.(C) 3399/2025 & CM APPL. 16066/2025
EXPRESS FOOD SERVICES

.....Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD.Respondent

58

+ W.P.(C) 3975/2025 & CM APPL. 18486/2025
SANKALP RECREATION PVT. LTD.

.....Petitioner

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD.Respondent

59

+ W.P.(C) 3976/2025 & CM APPL. 18494/2025
KSI ASSOCIATE & ANR.

.....Petitioners

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD.Respondent

**Appearance:****For Petitioners:**

Mr. Akshat Bajpai, Mr. Shobhit Trehan, Ms. Renuka Parmanand, Ms. Vedika Dalmia, Mr. Atul Pandey and Ms. Jayashree Mishra, Advs. in Item-53, 54 & 57, Mob: 7985177435, Email: bajpaiakshat@gmail.com

Mr. Puneet Agarwal, Mr. Yuvraj Singh, Ms. Mansi Khurana, Ms. Shruti Garg and Mr. Chetan Kumar Shukla, Advs. in Item-55, Mob: 9968768840, Email: delhi@alalegal.in

Mr. Sunil Dala, Sr. Adv. along with Mr. Nikhil Beniwal, Mr. Ankit Rana, Ms. Shipra Bali, Mr. Sarthak Malhotra and Mr. Bharat Khurana, Advs. in Item-56, Mob: 8826176778, Email: balishipra@gmail.com

Mr. Nitish Chaudhary, Adv. in Item-58 & 59. Mob: 9810575121, Email: nitishcy@gmail.com

For Respondents:

Mr. Saurav Agarwal and Mr. Ajay Sharma, Advs. for IRCTC (in Item-53 to 59), Mob: 9539106247, Email: ajaynvals@gmail.com

CORAM:**HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (ORAL):**

1. The petitioners in the present cases were awarded different contracts for commissioning and operation of base kitchens at locations pre-notified in the tender document, along with provision of onboard catering services in different trains. For this purpose, the various petitioners were required to set up base kitchens at designated locations within stipulated period.
2. Since as per the respondents, there was delay in setting up the base kitchens, and the base kitchens had not been established by the petitioners in terms of the contract and its requirements, the Letter of Awards issued in



favour of the petitioners, were terminated.

3. The present writ petitions were filed since the contracts of the petitioners were terminated by the respondents, by terminating the Letter of Awards issued in favour of the various petitioners and withdrawing the Letters of Consent, with respect to providing onboard catering services in different trains.

4. By way of the present writ petitions, the petitioners submitted that the time for the purposes of removing the deficiencies in terms of the contract, had not been granted to the petitioners. Thus, the letters of termination, as issued by the respondent, were challenged.

5. During the course of hearing of the present petitions, the petitioners had undertaken that they shall establish the requisite base kitchens as per the requirement of the contract. Thus, various directions were issued by this Court, wherein, respondents were directed to inspect the various kitchens established by the petitioners in pre-designated locations.

6. Today, learned counsel appearing for the respondents submits that all the contractors, except the contractors/petitioners, i.e., M/s A.J.S. Caterers and M/s K.S.I. Associate, have completed their base kitchens, in accordance with the contracts.

7. Thus, he submits that as a one-time measure, the Indian Railway Catering and Tourism Corporation ("IRCTC"), has allowed a final time up to 31st December, 2025 to the said caterers who have not completed their kitchens fully in accordance with the contract, to complete their kitchens fully by 31st December, 2025.

8. Learned counsels appearing for the petitioners in *W.P.(C) 3320/2025 and W.P.(C) 3976/2025*, i.e., M/s A.J.S. Caterers and M/s K.S.I. Associate,



respectively, submit that the base kitchens, if already not completed, shall be duly completed by the said petitioners/contractors, by 31st December, 2025.

9. At this stage, learned counsel appearing for M/s K.S.I. Associate, in *W.P.(C) 3976/2025*, submits that base kitchens have already been established by M/s K.S.I. Associate and he has handed over documents and photographs in that regard. The said documents are taken on record.

10. The same shall be duly considered by the IRCTC.

11. This Court also takes note of the submissions made by learned counsel appearing for M/s A.J.S. Caterers, wherein, he submits that as regards the kitchen that is to be established at Railway Station Chopan, Jharkhand, the respondent-IRCTC may consider the issue, as establishment of the kitchen at the said Railway Station, is not feasible.

12. It is submitted that Train No. 19607/08, is connected to the kitchen named Chopan, as per the 'cluster of trains' tender document. It is submitted that Train No. 19607 reaches Chopan at 02.10 AM, and Train No. 19608 reaches Chopan at 11.10 PM. Thus, it is submitted that setting up of kitchen in Chopan, is not needed.

13. Learned counsel appearing for the respondents submits that a representation be given by M/s A.J.S. Caterers to IRCTC in this regard, and the said representation shall be duly considered.

14. Accordingly, let a representation be given by M/s A.J.S. Caterers, to the respondent-IRCTC, within a period of one week from today. Upon said representation being received, the same shall be duly considered by respondents and the decision with regard thereto, shall be duly intimated to the M/s A.J.S. Caterers, by the respondents.

15. It is directed that M/s A.J.S. Caterers, shall be enjoined upon to



comply with any directions that may be issued by IRCTC with respect to setting up of the kitchen in Chopan. It is clarified that this Court shall not entertain any further petition in this regard, being a question under the purview of the contractual relationship between the parties.

16. This Court further notes that the respondents have given a one-time concession to the various petitioners in the present case, for the purposes of establishing the base kitchens in view of the peculiar facts and circumstances of the present case.

17. This Court takes note of the statement made by learned counsel appearing for the IRCTC, that the Show Cause Notices and Cancellation Orders as issued to the petitioners, shall not be acted upon, in view of the fact that the petitioners have established the base kitchens and two of the caterers have been granted further time to establish the base kitchens completely, till 31st December, 2025.

18. The aforesaid statement is taken note of and the respondents are held bound by the same.

19. Accordingly, wherever the IRCTC is satisfied with regard to the establishment of the base kitchens by the respective caterers, further steps in accordance with the contract, including, issuance of Letter of Commencement (“LOC”) to the respective caterers, shall be taken, forthwith.

20. Considering the concession allowed by this Court to the various contractors/caterers providing onboard catering services in the trains, and extension of time having been granted to the various contractors/caterers for establishing the base kitchens, this Court finds it appropriate that the petitioners shall contribute voluntarily for the development of the Delhi



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High Court Canteen.

21. Accordingly, each of the petitioners shall contribute a sum of Rs. 50,000/- each, which shall be deposited within a period of two weeks, from today, to the following:

*D.H.C. B.A. Costs Account,
A/c. No. 15530110179338
Bank Name: UCO Bank
Branch Address: Delhi High Court
IFSC: UCBA0001553*

22. The aforesaid contribution, that is to be deposited by the petitioners in the present cases, shall be duly utilised by the Delhi High Court Bar Association for the purposes of improving and enhancing the facilities in the Delhi High Court Canteen.

23. With the aforesaid directions, the present writ petitions, along with the pending applications, are accordingly disposed of.

MINI PUSHKARNA, J

NOVEMBER 28, 2025/SK