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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 5041/2025, CM APPL. 23144/2025 & CM APPL.
23145/2025
M/S RAM NIWASPetitioner

Through: Mr. Akshat Bajpai, Mr. Shobhit
Trehan and Ms. Vedika Dalmia,
Advs.
M: 7985177435
Email:
advocateakshatbajpai@gmail.com

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION & ANR.Respondents
Through: Mr. Saurav Agrawal, Mr. Anshuman
Chowdhury and Ms. Prachi Dubey,
Advs. for IRCTC
M: 9999191394
Email: prachidubey1999@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
28.04.2025

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1. When the present petition was listed on 22nd April, 2025, a detailed order was passed in the following manner:

“xxx xxx xxx

1. *The present writ petition has been filed challenging the order dated 09th July, 2024, by which the contract of the petitioner for the Fast Food Unit at Chandausi Railway Station has been terminated, with immediate effect, with the forfeiture of security deposit of Rs. 87,300/-.*
2. *Learned counsel appearing for the petitioner draws the attention to*

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the other two instances, whereby, the respondent/Railways has accepted the license fee belatedly of two caterers, operating stalls in the same zone and revoked the termination of license. Thus, he submits that on the ground of parity, the termination of contract of the petitioner should also be revoked.

3. *Per contra, learned counsel appearing for the respondent/Railways draws the attention of this Court to Annexure P-4, which is a document by which the Fast Food Unit in question has already been awarded to a third party. He further submits that the allotment to a third party has been done after issuing open tender, after following the due process of law.*

4. *Considering the aforesaid that the impugned order was issued on 09th July, 2024, and the site in question that has already been allotted to a third party by way of an open tender, it is manifest that the petitioner has approached this Court belatedly. Therefore, this Court is not inclined to interfere as regards the termination of the contract of the petitioner.*

5. *At this stage, learned counsel appearing for the petitioner submits that besides termination of the contract, the petitioner has also been debarred from participating in the future projects for a period of one year. He submits that no Show Cause Notice in that regard was issued to the petitioner.*

6. *The Show Cause Notices, as issued by the respondent, have not been placed on record.*

7. *Learned counsel appearing for the petitioner submits that he may be granted some time to place the said Show Cause Notices on record.*

xxx xxx xxx”

2. Perusal of the aforesaid order shows that as regards the prayer of the petitioner *qua* termination of the contract, this Court refused to interfere in the same. However, since it was the contention of the petitioner that it has been de-barred from participating in future projects on the basis of Show Cause Notices, which did not mention about such debarment, liberty had been granted to the petitioner to file the same before this Court.

3. Pursuant to the order dated 22nd April, 2025, learned counsel appearing for the petitioner has filed the Show Cause Notices dated 15th



May, 2024, and 07th June, 2024.

4. However, the same are not on record.

5. A copy of the said Show Cause Notice has been handed over to this Court. A perusal of the said Show Cause Notices dated 15th May, 2024 and 07th June, 2024, clearly shows that the petitioner has been put to show cause in categorical terms, as to why he shall not be de-barred from participation in future projects. Further, the relevant clause from the License Agreement has also been referred in the said Show Cause Notices. Therefore, the submissions of the petitioner that he has been de-barred from participating in the future projects, without issuance of Show Cause Notice in that regard, is incorrect.

6. However, at this stage, learned counsel appearing for the petitioner, submits that the debarment of the petitioner, is bad in law.

7. After some hearing, learned counsel appearing for the petitioner seeks to withdraw the present writ petition.

8. He submits that the petitioner shall seek his remedies in accordance with the clause pertaining to the arbitration in the License Agreement.

9. Rights and contentions of all the parties are left open.

10. Accordingly, the right of the petitioner to invoke his remedies, in accordance with the terms of the License Agreement, is left open.

11. The present writ petition is dismissed as withdrawn, along with the pending applications, noting the aforesaid.

MINI PUSHKARNA, J

APRIL 28, 2025/kr

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