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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 287/2025& I.A. 17493/2025, I.A. 17494/2025
AMBUJ HOTEL AND REAL ESTATE PVT LTD.....Petitioner
Through: Ms Gurmeet Bindra, Mr S S Sisodia
Advocates

versus

INDIAN RAILWAY CATERING TOURISM CORPORATION
AND ANR.Respondents

Through: Mr. Saurav Agarwal, SC with Ms.
Kiran Devrani, Adv, Mr. Anshuman Chowdhary,
Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **17.09.2025**

1. This is a petition filed under Section 9 of Arbitration and Conciliation Act, 1996 seeking the following prayers against the respondents:-

“a. To enforce the letter of commencement dated 19.12.2024 issued by Respondent no. 2 and for directing Respondent no. 2 to immediately hand over the train 20707-08, SC-VSKP VANDEBHARATEXPRESS to the Petitioner.

b. Quash/set-aside by declaring the notices dated 10.01.2025, 15.01.2025, 18.01.2025 and 17.02.2025 and any consequential letter/notice issued by the Respondent No. 2, as null and void, whereby Respondent No. 2 is demanding an illegal, arbitrary, unjustified and unconstitutional increase in the license fee in violation of the pre-bidding clarification dated 16.02.2024, Corrigendum 3 dated 16.02.2024, Bid document dated 07.06.2024, Master License Agreement, Letter of Award dated 07.08.2024 and their Letter of Commencement dated 19.12.2024.”

2. The brief facts are that the petitioner is engaged in the business of



catering licenses in the country and has been associated with onboard catering services with the Indian Railways. The respondent No. 2 floated a tender for onboard catering services for a period of 5 years and further extendable upto 2 years for the following 3 trains:-

- a. 20707-08, SC-VSKP VANDE BHARAT EXP
 - b. 12713-14, BZA-SC SATAVAHANA EXP
 - c. 22715-16, KCG-MDU SF EXP
3. As per the Bidding Document, the catering services were to be provided in the trains carrying 21 coaches. The petitioner being the highest bidder was issued the Letter of Award dated 07.08.2024 for providing onboard catering services for train No. 20707-08, SC-VSKP VANDE BHARAT EXP with an annual license fee of Rs. 2,12,40,000/- (including GST).
 4. On 19.12.2024, the respondent No. 2 issued letter of commencement to permit the petitioner to begin catering services from 19.01.2025. The contract was to run from 19.01.2025 to 18.01.2030 on the annual license fee mentioned above.
 5. On 10.01.2025, it was noticed that the number of the coaches in the train have been increased from 8 to 16 which necessitated levy of pro-rata licence fee as per Clause No. 3.3 of the Master License Agreement. Consequently, the respondent No. 2 demanded a *pro rata* increase in license fee of Rs. 2,12,40,000/- (including GST).
 6. Ms. Bindra, learned counsel for the petitioner states that as per the RFP, the number of coaches were 21, subsequently, reduced to 8 and thereafter increased to 16. The petitioner has already made the first payment of Rs. 2,12,40,000/- and despite the same, the train is not



being provided for the petitioner to commence its operations.

7. The same is disputed by Mr. Agarwal, learned Standing Counsel for the respondents.
8. However, the petitioner, without prejudice to its rights and contentions, states that the petitioner shall deposit another sum of Rs. 2,12,40,000/- with the respondent No. 2 within 4 weeks from today.
9. On making the payment of Rs. 2,12,40,000/-, the respondent No. 2 shall hand over the train No. 20707-08, SC-VSKP VANDE BHARAT EXP to the petitioner within 1 week thereafter.
10. The order passed today is without prejudice to the rights and contentions of the parties in the arbitration proceedings and the petitioner has already issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996.
11. The petition is disposed of in aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 17, 2025 / (MS)