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

+ ARB.P. 1180/2025

M/S SHIV AND SONS

.....Petitioner

Through: Mr. Akshat Bajpai, Mr. Shobhit Trehan, Mr. Atul Pandey, Ms. Renuka Parmanand and Ms. Vedika Dalmia, Advocates.

versus

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

.....Respondent

Through: Dr. M.K. Panday and Mr. Ashwini Singh, Advocates.

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+ ARB.P. 1183/2025

M/S EXPRESS FOOD SERVICES

.....Petitioner

Through: Mr. Akshat Bajpai, Mr. Shobhit Trehan, Mr. Atul Pandey, Ms. Renuka Parmanand and Ms. Vedika Dalmia, Advocates.

versus

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

.....Respondent

Through: Dr. M.K. Panday and Mr. Ashwini Singh, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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08.08.2025

1. These petitions are filed on behalf of the Petitioners under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

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2. To the extent necessary the facts are that Respondent awarded licenses for operation, maintenance and provision of catering services



in/through refreshment rooms at four Railway Stations i.e. Palanpur, Bharatpur, Bhusawal and Trivandrum Central for a period of five years and Petitioner deposited the requisite security deposit. Petitioner avers that it encountered significant operational difficulties in operating the catering stalls and thus after the lock in period for each of these contracts expired, Petitioner wrote to the Respondent seeking exit from the contracts under Clause 3.4 of the Tender Documents. Disputes arose between the parties concerning the terms and procedure of exiting from the contract as also forfeiture of security deposits and Petitioner issued notice invoking arbitration on 13.05.2025 and on failure of the Respondent to appoint an Arbitrator by mutual consent, filed this petition.

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3. To the extent necessary the facts are that Respondent awarded a license to the Petitioner on 17.05.2023 for operating, maintaining and providing catering services through a refreshment room at Jhansi Railway Station for a period of five years at a license fee of Rs.85,28,908/-, including GST. Petitioner accepted the terms and conditions of the license on 30.05.2023. However, on encountering significant operational difficulties in operating the catering stall, after the lock in period expired, Petitioner wrote to the Respondent seeking exit from the contract under Clause 3.4 of the Tender Document. Disputes arose between the parties concerning the terms and procedure of exiting from the contract as also forfeiture of security deposit and Petitioner issued notice invoking arbitration on 13.05.2025 and on failure of the Respondent to appoint an Arbitrator by mutual consent, filed this petition.

4. Issue notice.



5. Dr. M.K. Panday, learned counsel accepts notice on behalf of the Respondent in both the petitions and does not dispute the existence of arbitration agreement between the parties in the form of Clause 5 in the General Conditions of License in the Tender Document.
6. Once the existence of the arbitration agreement is undisputed, this Court finds no impediment in appointing the Arbitrator in light of the judgment of the Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754.***
7. Accordingly, Ms. Aakanksha Kaul, Advocate (Mobile No. 9818131566), is appointed as sole Arbitrator to adjudicate the disputes between the parties in both these petitions, however, these will be treated as two separate references. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.
8. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
9. It is made clear that this Court has not expressed any opinion on the merits of the cases and all rights and contentions of the respective parties are left open.
10. Petitions are disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 8, 2025
S.Sharma/Shivam