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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1444/2025

M/S R. K. ASSOCIATES AND HOTELIERS PVT. LTD.

.....Petitioner

Through: Mr. Sandeep Sethi, Sr. Adv. with Mr. Rajat Aneja, Mr. Jasmeet Singh, Ms. Ritwika Nanda, Mr. Anirudh Bakhru, Mr. Ayush, Mr. Saif Ali, Mr. Pushpendra S. Bhadoria, Mr. Vijay Sharma, Mr. Pranav Menon, Mr. Saurav, Mr. Aditya Sharma, Advs.

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LIMITED (IRCTC)

.....Respondent

Through: Mr. Rajat Malhotra, Ms. Madhu K Singh, Mr. Tathagat Tiwari, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

12.12.2025

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1. This is a petition filed under section 11(6) of Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the tender under NIT bearing No. 2024/IRCTC/P&T/CLUSTER/FEB/ECOR/CLT/A-1 was floated by IRCTC, the respondent, consisting of 2 parts.
 - Part A - with the construction and operation of Base Kitchens at locations specified by the Respondent
 - Part B – dealing with the provision of onboard catering services in cluster trains bearing cluster no. ECoR/CLT/A-1 run by the Respondent, for a total period of five years,



further extendable up to 2 years.

3. The cluster included train No.12801-02, PURI-NDLS Purushottam Express. Being the successful bidder, the petitioner was awarded the license for commissioning and operating the Base Kitchens along with provision of on-board catering services in all trains of the said Cluster for a period of five years, further extendable by two years *vide* Letter of Award dated 01.05.2024.
4. The said Master License Agreement contains an arbitration clause being clause No. 9 which reads as under:

“9. Arbitration

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a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.

b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-- L. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.



c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.

In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from IRCTC's empanelled Arbitrators. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal."

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 17.05.2025, thereafter, the present petition has been filed.
6. Mr. Malhotra, learned counsel for the respondent, has no objection to appointment of an arbitrator.
7. I am of the view that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Justice Rekha Palli (Retd. Judge, Delhi High Court) (Mob. No. 9810012120) is appointed as a Sole Arbitrator to adjudicate



the disputes between the parties.

- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The petitioner is granted one week from today to close its operations.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 12, 2025/sp