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

+ ARB.P. 1534/2025

M/S DEEPAK AND CO

.....Petitioner

Through: Mr. Himanshu Pathak and Mr. Amit Singh, Advocates.

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LIMITED

.....Respondent

Through: Mr. Sonal Kumar Singh, Mr. Ratik Sharma, Mr. Parth Sindhwani and Ms. Ashima Acharya, Advocates.

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+ ARB.P. 1536/2025

M/S DEEPAK AND CO

.....Petitioner

Through: Mr. Himanshu Pathak and Mr. Amit Singh, Advocates.

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LIMITED

.....Respondent

Through: Mr. Sonal Kumar Singh, Mr. Ratik Sharma, Mr. Parth Sindhwani and Ms. Ashima Acharya, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

06.10.2025

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1. These petitions are filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of the Sole Arbitrator.
2. In ARB.P. 1534/2025 disputes between the parties emanate from Letter of Award of License dated 21.11.2022 awarded to the Petitioner for providing on board catering services while in ARB.P. 1536/2025 disputes



arise from Letter of Award of License dated 29.12.2022. Disputes having arisen, Petitioner sent notices invoking arbitration dated 28.10.2024 and 01.10.2024, respectively under Arbitration Clause 9 of General Provision of the E-Tender documents, however, there was no response from the Respondent.

3. Learned counsel for the Respondent fairly and candidly, on instructions, does not dispute the existence of the Arbitration Clause in Letters of Award of Licenses. Counsel for the Petitioner, on the other hand, submits that Clause 9.1 which is the Arbitration Clause provides for appointment of the Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director, IRCTC, which will be a unilateral appointment and untenable in law in light of the judgments of the Supreme Court in ***Perkins Eastman Architects DPC and Another v. HSCC (India) Limited, (2020) 20 SCC 760*** and ***Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV) A Joint Venture Company, (2025) 4 SCC 641***.

4. There is merit in the contention of the Petitioner that appointment by Chairman and Managing Director, IRCTC being a unilateral appointment will be in the teeth of the aforesaid judgments. Accordingly, Mr. Hardik Giri, Advocate (Mobile No. 9599422383) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

5. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.



6. 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 parties are left open.
7. Petitions are disposed of in the aforesaid terms.

OCTOBER 6, 2025/RW

JYOTI SINGH, J