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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 405/2025**
M/S ION EXCHANGE INDIA LTD

.....Petitioner

Through: Mr. Anurag Ahulwalia, Sr. Adv with
Ms. Bhakti Vardhan Singh, Mr. Bibek Tripathi,
Advs.

versus

**INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LIMITED (IRCTC) AND ANOTHER & ANR.**

.....Respondents

Through: Mr Lalit Chauhan Adv Ms Laxmi
Chauhan Adv Mr Anith Johnson Adv Mr Rustam
Singh Chauhan Adv Ms Khushi Sehrawat Adv

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
26.09.2025

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I.A. 24335/2025

Allowed subject to all just exceptions.

The application stands disposed of.

O.M.P.(I) (COMM.) 405/2025

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

“a) Pass an interim order restraining the Respondent, Indian Railway Catering and Tourism Corporation Ltd., its officers, servants, employees or agents from locking, sealing, or otherwise interfering with the Water Vending Machines operated by the Petitioner in Cluster 31 or preventing their access or operation from 30.09.2025 or thereafter until



disposal of the pending arbitration proceedings;

b) Pass an interim direction to maintain the status quo in respect of the Petitioner's occupation and operation of the WVM units in Cluster 31 pending the arbitration.”

2. A Licence Agreement dated 29.02.2016 was arrived at between the petitioner and the respondent No.1 for running and operating water vending machines in Cluster-31, which contains the arbitration clause being clause No. 10 which reads as under:-

“10. ARBITRATION

10.1. All questions disputes and or differences: *In the event of any dispute or difference arising under these conditions of licence or in connection with this licence (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of “The Arbitration and Conciliation Act, 1996”. The venue of the arbitration shall be Delhi. All questions, disputes and or differences arising under or in connection with this agreement or in touching or relating to concerning the construction, or affect of presents (excepts as to matters the decision whereof is otherwise herein before, expressly provided for) shall be referred to the sole arbitration of the officer/officers or persons nominated by the Managing Director/IRCTC whose decision in this regard shall be binding one the licensee.”*

3. After some arguments, learned counsel for the parties agree that an Arbitrator be appointed and the present petition be treated as an application under section 17 and be decided by the learned Arbitrator expeditiously and preferably within 1 week from today.



4. I am satisfied that there is a valid arbitration clause and there are disputes which need to be settled through the arbitral mechanism.
5. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Justice (Retd.) Vipin Sanghi, (Former Chief Justice, Uttarakhand High Court) (Mob. No. 9871300037) 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) Since the matter is incapable of monetary consideration the Sole Arbitrator shall fix his own fees in consultation with the parties.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the 1996 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 on 27.09.2025, and fix a virtual hearing at the Arbitrator's convenience. Petitioner shall coordinate and send the VC link



to all concerned.

6. This Court has neither adjudicated nor commented upon the merits of the dispute between the parties.
7. *Dasti* under the signature of the Court Master.

SEPTEMBER 26, 2025 / (MS)

JASMEET SINGH, J