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

+ **ARB.P. 1656/2025**

**M/S EXPRESS FOOD SERVICES** .....Petitioner

Through: Mr. Akshat Bajpai, Adv.  
versus

**INDIAN RAILWAY CATERING AND TOURISM**

**CORPORATION LIMITED** .....Respondent

Through: None

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

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**02.12.2025**

**I.A. 25383/2025**

Allowed subject to all just exceptions.

The application stands disposed of.

**ARB.P. 1656/2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the petitioner, a partnership firm, has been running catering services on numerous trains throughout the country pursuant to various Master License Agreements and Tripartite Agreements executed between the petitioner, Zonal Railway and the respondent.
3. The said Tripartite Agreements contain arbitration clause being Clause No. 8.9, which reads as under:-



*“8.9 In case of any dispute the matter shall be referred for Arbitration to a Sole Arbitrator to be appointed as per Arbitration & Conciliation Act, 1996 as amended from time to time.”*

4. The said Master License Agreements also contain arbitration clause being Article No. 20, which reads as under:-

***“ARTICLE 20:- DISPUTE RESOLUTION***

*20.1 In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement between the parties ("Disputes"), the parties shall firstly attempt to amicably resolve such Disputes through the highest level of negotiations and discussions.*

*20.2 In the event that Disputes between the parties subsist beyond 30 days of negotiations between the Parties, then the Dispute shall be settled as per the provisions of Arbitration and Conciliation Act 1996. The dispute shall be referred to:*

*(a) Sole arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the General Manager of the Zonal Railway awarding the License. The Gazetted Railway Officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servant have expressed views on all or any of the matters under dispute or difference.*

*(b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or*



*his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.*

*(c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all.*

*(d) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.*

*(e) Upon every and any such reference the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.*

*(f) Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.*

*(g) The venue of the arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may determine.*

*(h) In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.*



*20.3 The award passed shall be final and binding and both Parties waive the right to appeal or contest the arbitral award.*

*20.4 It is further clarified that during the resolution of the Disputes, the Licensee shall be obligated for the continued performance of its obligations under the Agreement until the resolution of the Disputes.”*

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 13.05.2025 and thereafter, filed the present petition.
6. Mr. Bajpai, learned counsel for the petitioner, states that the relationship with Zonal Railway has expired and the Agreements now are only between the petitioner and respondent. He states that, subsequently, the Zonal Railway was not required, as the contractual obligation is only with the respondent pursuant to the Catering Policy, 2017.
7. He further states that the petitioner entered into numerous Master License Agreements/ Tripartite Agreements for providing services on 43 trains and that the parties in all these Agreements are identical and the issue in controversy is also identical. The details of the said Master License Agreements/ Tripartite Agreements are provided as under:-



| Sr. No. | Train No.                                 | License Agreement Date/<br>Tripartite Agreement<br>Date/LOA | Notice Invoking<br>Arbitration |
|---------|-------------------------------------------|-------------------------------------------------------------|--------------------------------|
| 1.      | 12870-69 HWH- CSTM<br>EXPRESS             | 31.05.2017/<br>22.09.2017                                   | 13.05.2025                     |
| 2.      | 15909-15910 AWADH<br>ASSAM EXPRESS        | 05.04.2017/<br>31.10.2017                                   | 13.05.2025                     |
| 3.      | 22631-32 MAS- BKN<br>ANUVRAT EXPRESS      | 18.05.2017                                                  | 13.05.2025                     |
| 4.      | 12617-18 ERS- NZM<br>MANGALA EXPRESS      | 05.01.2019                                                  | 13.05.2025                     |
| 5.      | 12621-22 MAS- NDLS TN<br>EXPRESS          | 05.01.2019                                                  | 13.05.2025                     |
| 6.      | 16733-34 RMM- OKHA<br>EXPRESS             | 06.06.2014<br>28.08.2017                                    | 13.05.2025                     |
| 7.      | 12615-16 MAS-NDLS GT<br>EXPRESS           | 05.01.2019                                                  | 13.05.2025                     |
| 8.      | 16345-46 TVC-LTT<br>NETHRAVATI EXPRESS    | 16.09.2019                                                  | 13.05.2025                     |
| 9.      | 11073-74 LTT- MAS<br>EXPRESS              | 31.12.2018                                                  | 13.05.2025                     |
| 10.     | 12919-20 INDB- JAT<br>MALWA EXPRESS       | 16.09.2019                                                  | 13.05.2025                     |
| 11.     | 12137-38 CSTM- FZR<br>PUNJAB MAIL         | 11.11.2018                                                  | 13.05.2025                     |
| 12.     | 12107-08/73-74/53-54/61-62<br>LTT-LJN EXP | 05.01.2019                                                  | 13.05.2025                     |



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|-----|--------------------------------------|-------|-----------|---------------------------|------------|
| 13. | 11037-38<br>EXPRESS                  | PA-   | GKP       | 03.01.2019                | 13.05.2025 |
| 14. | 12113-14<br>GARIBRATH                | PA-   | NGP       | 03.08.2019                | 13.05.2025 |
| 15. | 12193-94<br>EXPRESS                  | JBP-  | YPR       | 17.11.2018                | 13.05.2025 |
| 16. | 19041-42<br>EXPRESS                  | BDTS- | GCT       | 06.01.2019                | 13.05.2025 |
| 17. | 20903-04/05-06<br>BSB/REWA MAHAMANA  |       | BRC-      | 18.09.2019                | 13.05.2025 |
| 18. | 22109-10/22121- 22<br>LKO/NZM AC EXP |       | LTT-      | 06.01.2019                | 13.05.2025 |
| 19. | 22935-36<br>EXPRESS                  | BDTS- | PIT       | 20.09.2019                | 13.05.2025 |
| 20. | 12165-66<br>EXPRESS                  | LTT-  | BSB       | 14.05.2015/<br>07.09.2017 | 13.05.2025 |
| 21. | 11033-34<br>EXPRESS                  | PA-   | DBG       | 24.07.2014<br>/06.09.2017 | 13.05.2025 |
| 22. | 12155-56<br>EXPRESS                  |       | IIBJ-NZM  | 24.04.2017<br>/13.12.2017 | 13.05.2025 |
| 23. | 12187-88<br>EXPRESS                  |       | JBP-CSMT  | 24.07.2015<br>/13.12.2017 | 13.05.2025 |
| 24. | 22149-50<br>EXPRESS                  |       | PUNE-ERS  | 18.09.2019                | 13.05.2025 |
| 25. | 22866-65<br>EXPRESS                  |       | PURI-LTT  | 18.12.2014                | 13.05.2025 |
| 26. | 12801-02<br>PURSHOTTAM EXPRESS       |       | PURI-NDLS | 21.09.2016                | 13.05.2025 |
| 27. | 12069-70<br>JANSHATABDI EXPRESS      |       | RIG-G     | 31.08.2019                | 13.05.2025 |



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|-----|--------------------------------------------|--------------------------|------------|
| 28. | 12371-72 HWH- JSM<br>WEEKLY EXPRESS        | 16.09.2019               | 13.05.2025 |
| 29. | 12395-96/13281- 82<br>ZIYARAT EXP          | 14.11.2018               | 13.05.2025 |
| 30. | 12526-25 DBRG- KOAA<br>EXPRESS             | 16.09.2019               | 13.05.2025 |
| 31. | 22853-54 SHM- VSKP<br>EXPRESS              | 16.09.2019               | 13.05.2025 |
| 32. | 12825-26 RNC- ANVT<br>SAMPARKKRA NTI       | 16.05.2019               | 13.05.2025 |
| 33. | 12859-60 HWH- CSMT<br>GITANJALI EXPRESS    | 07.05.2019               | 13.05.2025 |
| 34. | 12569-70 JYG- ANVT<br>GARIBRATH            | 07.01.2019               | 13.05.2025 |
| 35. | 14805-06 YPR- BARMER<br>AC EXPRESS         | 04.01.2019               | 13.05.2025 |
| 36. | 22475-76 HSR- CBE AC<br>EXPRESS            | 28.05.2015<br>27.09.2017 | 13.05.2025 |
| 37. | 12975-76 JP- MYS-JP<br>EXPRESS             | 12.01.2015<br>27.09.2017 | 13.05.2025 |
| 38. | 19713-14 JP-SC- JP<br>EXPRESS              | 18.01.2020               | 13.05.2025 |
| 39. | 20805-06 VSKP- NDLS AP<br>AC EXPRESS       | 05.01.2019               | 13.05.2025 |
| 40. | 12471-72/73- 74/75-76/77-<br>78 SWARAJ EXP | 05.01.2019               | 13.05.2025 |
| 41. | 15045-46 GKP- OKHA<br>EXPRESS              | 14.08.2014               | 13.05.2025 |
| 42. | 12533-34 LJN- CSMT<br>PUSHPAK EXPRESS      | 05.01.2019               | 13.05.2025 |
| 43. | 14005-06 SMI- ANVT<br>EXPRESS              | 15.01.2019               | 13.05.2025 |



8. On the last date of hearing, the counsel appearing for the respondent sought time to file a reply. However, there is no reply on the record on behalf of the respondent nor anybody is appearing on behalf of the respondent.
9. I am satisfied that there exists a valid arbitration clause and dispute between the parties which need to be adjudicated through the arbitral mechanism.
10. Additionally, a Coordinate Bench of this Court in ***Gammon India Ltd. v. National Highways Authority, 2020 SCC OnLine Del 659*** while dealing with the issue of “Multiplicity- multiple invocations, multiple references, multiple Arbitral Tribunals, multiple Awards and multiple challenges, between the same parties, in respect of the same contract or the same series of contracts”, held as under: -

*“28. Multiple arbitrations before different Arbitral Tribunals in respect of the same contract is bound to lead to enormous confusion. The constitution of multiple Tribunals in respect of the same contract would set the entire arbitration process at naught, as the purpose of arbitration being speedy resolution of disputes, constitution of multiple tribunals is inherently counter-productive.*

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*30. Multiple arbitrations can be of various categories:*

*(i) Arbitrations and proceedings between the same parties under the same contract.*

*(ii) Arbitrations and proceedings between the same parties arising from a set of contracts constituting one series, which*



bind them in a single legal relationship.

(iii) Arbitrations and proceedings arising out of identical or similar contracts between one set of entities, wherein the other entity is common.

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45. The issue of multiplicity in arbitral proceedings also needs to be effectively dealt with to ensure that a long-drawn arbitral journey, as in the present case, is avoided. Parties to arbitration are expected to adhere to a bona fide discipline of use of arbitral processes. There appears to be a clear need for streamlining the same. The Delhi High Court has issued several practice directions under the Act. One such direction requires that when petitions under Section 9 of the Arbitration and Conciliation Act, 1996, are filed, it is mandatory for the party to mention that no other petition on the same cause of action was filed. In an attempt to further avoid multiplicity of Tribunals and inconsistent/contradictory awards, as has arisen in the present case, the following directions are issued:

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iii. In petitions seeking appointment of an Arbitrator/Constitution of an Arbitral Tribunal, parties ought to disclose if any Tribunal already stands constituted for adjudication of the claims of either party arising out of the same contract or the same series of contracts. If such a Tribunal has already been constituted, an endeavor can be



made by the arbitral institution or the High Court under Section 11, to refer the matter to the same Tribunal or a single Tribunal in order to avoid conflicting and irreconcilable findings.

iv. Appointing authorities under contracts consisting of arbitration clauses ought to avoid appointment or constitution of separate Arbitrators/Arbitral Tribunals for different claims/disputes arising from the same contract, or same series of contracts.”

**(Emphasis added)**

11. I find myself in consonance with the above view. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Sanjeev Jain (Retd. District Judge) (Mob. No. 9910384720) 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 petitioner shall approach the learned Arbitrator within two weeks from today.

12. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**DECEMBER 2, 2025 / (MS)**