



\$~13

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

+ **ARB.P. 1699/2025**

EXPRESS FOOD SERVICES

.....Petitioner

Through: Mr. Akshat Bajpai, Mr. Shobhit Trehan,
Ms. Renuka Parmanand, Mr. Atul Pandey, Ms.
Vedika Dalmia, Ms. Jayashree Mishra, Advs.

versus

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION
LIMITED**

.....Respondent

Through: Ms. Rashmi Malhotra, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.11.2025

%

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
- 1(a) The brief facts of the case are that the petitioner provides onboard catering services to various trains in India. The respondent floated various tenders to operate and provide onboard catering services on different trains running across India. The petitioner vide Letter of Awards was awarded the contract of operating catering services onboard different trains from the year 2021 to 2024. The Master Licence Agreements and Tripartite Agreements were executed between the petitioner, Zonal Railway and the respondent.
2. The petitioner was providing catering services on 20 trains and the details of the Master License Agreements are as under:-



Sr. No.	Train No.	Train Name	Date of Letter of Award/Master License Agreement	Arbitration Clause No. in Tender Document/ Agreement
1.	11033-11034	Pune Darbhanga Express	09.09.2014 07.09.2017	Clause 8.9
2.	11061-11062	Pawan Express (LTT to Jaynagar Express)	15.12.2021	Clause 8
3.	12149-12150	Pune Danapur Superfast Express	24.01.2022	Clause 8
4.	12165-66	LTT-Gorakhpur Superfast Express	28.04.2015	Article 20.2
5.	12903-04	Golden Temple Mail (Mumbai Central to Amritsar)	17.01.2024	Clause 8
6.	19269-19270	Porbandar Muzaffarpur Express	15.12.2021	Clause 8
7.	11077-11078	Jhelum Express (Pune to Jammu Tawi)	15.12.2021	Clause 8
8.	12025-26	Shatabdi Express (Pune to Secunderabad)	18.01.2023	Clause 9
9.	12167-12168	Mumbai-Benaras Superfast Express	20.07.2022	Clause 8
10.	12919-12920	Malwa Express (Mhow to Katra)	20.12.2021	Clause 8
11.	12951-12952	Rajdhani Express (Mumbai to New Delhi)	22.12.2021	Clause 9
12.	12953-12954	August Kranti Tejas Rajdhani Express (Mumbai to Hazrat Nizamuddin)	22.12.2021	Clause 9
13.	20103-04	LTT-GKP Superfast Express	21.11.2022	Clause 8
14.	20173-74	Vande Bharat Express (Rewa to Rani Kamlapati)	13.09.2023	
15.	20911-12	Vande Bharat Express (Indore to Nagpur)	13.09.2023	Clause 9
16.	22223-24	Vande Bharat Express (CSMT to Shirdi)	13.09.2023	Clause 9
17.	22229-30	Vande Bharat Express (CSMT to MAO)	01.06.2023	Clause 9
18.	19301-19302	DADN-YPR Express	24.11.2023	Clause 8
19.	20171-72	Vande Bharat Express (Rani Kamlapati to)	27.03.2024	Clause 9



		Hazrat Nizamuddin)		
20.	12903-04	ADI-DDR Hamsafar Express		Clause 8

3. Even though the clause number of the arbitration clause in all the tender documents is different, as is evident from the above said chart, the same are identical and read as under:-

“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 submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-XIV. 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 the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. 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 in terms of circular dated 18.10.2019.”

4. The respondent, vide different letters, levied fine upon the petitioner for deficiency of service. One such letter reads as under:-



TRUE COPY

DOCUMENT -27

152



इंडियन रेलवे कैंटरिंग एण्ड टूरिज्म कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम - मिनी रत्न) CIN : U74899DL1999GOI101707

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.
(A Govt. of India Undertaking - Mini Ratna) CIN : U74899DL1999GOI101707

पश्चिम क्षेत्र कार्यालय: 2^{री} मंजिल, नया प्रशासनिक भवन, मध्य रेल, उज्जित, मुंबई - 400001.

West Zone Office: 2nd floor, New Administrative Building, Central Railway, CST, Mumbai - 400 001.
Tel. 022-22618062-64, 54918 (Rly.), Website : www.irctc.co.in / www.irctctourism.com , E-mail: ggmmumbai@irctc.com

2024/IRCTC/Fine Realization/Comp-Insp

Date: 27.05.2024

M/s. Express Food Services
526, Arya Nagar,
Near Vishwnath Cinema,
Suraj Ganj, Itarsi,
(M.P.) - 461111

Sub: Realization of outstanding Fine imposed for deficiencies observed on account of Inspections and Complaints.

Ref: Details of Complaints and Inspections uploaded on e-CSIM.

The purpose of this Letter is to communicate the seriousness of non clearance of Outstanding dues which are to the tune of Rs.10,93,000/- on account of Fines imposed by the competent authority for Complaints & Inspections.

In regard to deficiencies in catering services and non-compliance of terms and conditions of the contract, fines are imposed on case to case basis by IRCTC according to the seriousness of the matter. Details of fines are regularly apprised through e-CSIM system generated email. However, your firm has failed to clear the outstanding fine amount even after several reminders which has accrued over time.

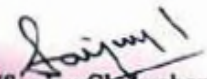
Details of Fines are elaborated below: Outstanding dues of M/s Express Food Services as on 27.05.2024:-

S.No.	Complaints	Inspection	Total (Rs)
1	Rs.5,55,000/-	Rs.5,38,000/-	Rs. 10,93,000/-

In this regard you are advised to clear the outstanding dues of Rs.10,93,000/- by depositing the same in IRCTC account through electronic transfer (A/C No : 50200021704368, IFSC Code HDFC0000175, HDFC Bank). The details of funds transferred may be conveyed to this office through email at the earliest.

This is for your kind information and necessary action please.

TREAT THIS AS MOST URGENT.


(Sanjay Chakraborty)
JGM(O)/WZ.



5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 10.06.2024 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 Agreement now is only between the petitioner and respondent.
7. Ms. Malhotra, learned counsel for the respondent, opposes the claims of the petitioner and states that that the respondent will raise counter-claims. She further states that the claims of the petitioner may be treated as separate references.
8. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
9. Since the parties are same, the issue is identical, namely, fine imposed by the respondent, all the claims of the petitioner shall be tried as one reference. The disputes between the parties are referred to one common Arbitrator.
10. 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 parties shall approach the learned Arbitrator within two weeks from today.
11. The present petition is disposed of in the aforesaid terms.

NOVEMBER 26, 2025 / (MS)

JASMEET SINGH, J