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

+ **O.M.P.(I) (COMM.) 483/2025**

**RK ASSOCIATES AND HOTELIERS PRIVATE LIMITED**

.....Petitioner

Through: Mr. Dayan Krishnan, Sr. Adv., Mr.  
Nitish Kant Sharma and Mr.  
Shreedhar Kale, Advs.

versus

**INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION LTD**

.....Respondent

Through: Mr. Saurav Agrawal, Mr. Anshuman  
Chowdhury, Ms. Kiran Devrani and  
Ms. Samayra Adlakha, Advocates

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**24.11.2025**

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1. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner with the following prayers:

*“a. Direct Respondent to release the wrongfully withheld amount of Rs. 3,57,55,616/- to the Petitioner immediately,*

*b. Restrain Respondent from withholding, deducting, or adjusting the Petitioner's catering service payments against disputed license fee, including additional license fee, claims or any other amounts;*



*c. Direct Respondent to comply with its contractual obligations to release catering service payments within 15 working days of receipt of bills complete in all respects;*

*d. Pass ex-parte ad-interim orders in terms of prayers (a) to (c) above in favour of the Petitioner and against the Respondent;*

*e. Pass such other and further orders as this Hon'ble Court may deem fit and proper in the interests of justice.”*

2. The facts, in brief, leading to the present Petition are that the Petitioner herein was awarded a Contract *vide* Letter of Award dated 12.04.2024 by the Respondent herein for commissioning and operation of base kitchens and provision of on-board catering services in cluster ECR/CLT-A-2 for a period of 05 years. The present dispute pertains to contract in respect of Train No. 22347/48.

3. It is stated that the contractual framework underwent a significant modification upon issuance of Corrigendum-3 dated 16.02.2024, by which the Respondent expressly removed “coach composition” from the list of permissible triggers for variation of licence fees. It is stated that pursuant to this amendment, the Petitioner commenced operations with the legitimate expectation that licence fees would remain fixed for the duration of the contract. It is stated that, however, the dispute surfaced on 15.05.2025, when the rake of Train No. 22347/48 was converted from an 8-coach formation to a 16-coach formation by the Respondent. It is stated that this operational change, wholly beyond the control of the Petitioner, was thereafter cited by the Respondent as a basis to demand an enhanced licence fee from the



Petitioner.

4. It is the case of the Petitioner that after issuance of Corrigendum-3, such a demand was impermissible, as coach composition was no longer a valid trigger for pro-rata revision of licence fee. It is stated that the disputes escalated when the Respondent, instead of adjudicating or formally raising its disputed claim, began to withhold catering service payments due to the Petitioner, not only under the present contract but also under entirely unrelated train contracts. It is stated that by November 2024, the Respondent has withheld a sum of Rs.3,57,55,616/-, which is due and payable to the Petitioner. It is stated that the action of the Respondent is contrary to the contractual stipulation requiring timely settlement of catering invoices and prohibiting adjustment of such dues towards annual licence fees. It is stated that despite multiple representations from the Petitioner, the Respondent continued to retain the amounts, causing severe operational hardship. The Petitioner has, therefore, approached this Court seeking interim protection, release of withheld payments, and preservation of contractual stability pending constitution of the arbitral tribunal.

5. The Parties, by mutual consent, have agreed that an Arbitrator be appointed to adjudicate upon the disputes.

6. Accordingly, Hon'ble Mr. Justice Rajiv Shakdher (Retd.), former Chief Justice of Himachal Pradesh High Court (Mobile No. 9717495004) is appointed as Arbitrator to adjudicate upon the disputes between the Parties.

7. The present petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 would be treated as one under Section 17 of the Arbitration and Conciliation Act, 1996 and the same be decided within two weeks from the date of entering reference.



8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering reference.
10. It is expected the Ld. Arbitrator will decide the Section 17 application on the weight of the merits, contentions raised by both sides and on the documents being adduced by both sides without being influenced by this Order.
11. The petition is disposed of, along with pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**NOVEMBER 24, 2025**

*Rahul*