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

+ **ARB.P. 2027/2025**

**AMBUJ HOTEL AND REAL ESTATE PVT LTD THROUGH ITS
DIRECTOR**Petitioner

Through: Mr. S S Sisodia, Ms. Gurmeet Bindra,
Advocates

versus

**INDIAN RAILWAY CATERING TOURISM CORPORATION &
ANR.**Respondents

Through: Mr Saurav Agrawal, SC, with Ms.
Kiran Devrani, Mr. Anshuman Chowdhury,
Advocates

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **03.12.2025**

I.A. 30125/2025

Exemptions granted, subject to all just exemptions.

The application is disposed of.

ARB.P. 2027/2025

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 of the case are that the petitioner participated in a bid for onboard catering services floated by the respondent No. 2 for a period of 5 years extendable upto 2 years for 20707-08, SC-VSKP VANDE BHARAT EXP. The petitioner was awarded the bid *vide* letter of Award dated 07.08.2024.



3. The arbitration clause is Clause No. 9 of the Master Licence Agreement which forms part of the standard bid document for Cluster of Trains. The same reads 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 waive off applicability of sub section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/difference be referred to arbitration along with format annexed hereto as Annexure—L. The demand for arbitration shall specified the matters which are in question, or subject of dispute differences as also the amount of claim wise.

c. Only such disputes 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 matter shall not include in the reference.

In the event of demand made as mentioned 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 condition) shall be referred to Sole Arbitrator from IRCTC's empanelled Arbitrators. The award of arbitrator shall be final and binding on the parties to this contract. The venue of Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal."

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 09.07.2025 and thereafter filed the present petition.
5. For the said reasons, issue notice.
6. Mr. Chowdhury, learned counsel accepts notice on behalf of the respondents and states that he has no objection to the appointment of an Arbitrator.
7. Since Mr. Justice Rajiv Shakdher, has been appointed in a similar matter, with consent of the parties following directions are issued:
 - i. Mr. Justice Rajiv Shakdher (Retd. Chief Justice of High Court of Himachal Pradesh) (Mob. No. 9717495004) 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.
8. The present petition is disposed of in the aforesaid terms.

DECEMBER 3, 2025/AS

JASMEET SINGH, J