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

+ **ARB.P. 2143/2024**

P SIVA PRASAD

.....Petitioner

Through: Mr.Himanshu Pathak, Mr.Aman Jha,
Mr.Rishi and Mr.Amit Singh,
Advocates.

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LIMITED THROUGH ITS CHAIRMAN AND
MANAGING DIRECTOR & ANR.

.....Respondent

Through: Mr.Abhishek Kumar, Advocate.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

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30.01.2025

1. In view of the order passed in ARB.P. 2139/2024, wherein, similar controversy was raised *qua* the same parties. In this case, the alleged total outstanding amount is ₹12,27,164.64/-.

2. Furthermore, in the instant case as well, looking at the facts would clearly indicate that there exists a validly executed agreement between the parties. Clause 5 of the said agreement reads as under:-

“5. ARBITRATION

5.1	<i>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</i>
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dispute to arbitration as prescribed herein.

b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will 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 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 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.

3. In view of aforesaid, looking at the similitude of factual matrix in both the cases, therefore, the Court finds it appropriate to appoint same Arbitrator as in ARB.P. 2139/2024 leaving all rights and contentions of the parties to be adjudicated and determined by the concerned Arbitrator. In view thereof, the Court appoints Mr. Shantanu Sharma, Advocate (Mob No.+91 9755922222, Email- shantanusharma862@gmail.com) as the Sole Arbitrator to adjudicate the dispute between the parties.

4. The Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties, requisite disclosures as required under Section 12 of the A&C Act.

5. The Sole Arbitrator shall be entitled to fee in accordance with the



IVth Schedule of the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

6. The parties shall share the arbitrator's fee and arbitral cost, equally.

7. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.

8. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. All rights and contentions of the parties in this regard are reserved. Let the copy of the said order be sent to the newly appointed Arbitrator through the electronic mode as well.

9. Accordingly, the instant petition stands disposed of.

PURUSHAINDR KUMAR KAURAV, J

JANUARY 30, 2025

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