



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

THE HON'BLE MR. JUSTICE C.M. POONACHA

COMMERCIAL APPEAL NO. 127 OF 2026

BETWEEN:

M/S K M A CATERERS,
REGISTERED UNDER THE
INDIAN PARTNERSHIP ACT, 1932
SITUATED AT NO.20,
MUBEENA HOUSE,
ROBERTSON ROAD, FRAZER TOWN,
BENGALURU - 560005
REPRESENTED BY ITS PARTNER
MR. T S KHADER AHMED
AGED 55 YEARS,
SON OF LATE T S ABDUL KHUDDUS

...APPELLANT

(BY SRI. VARUN JAYKUMAR PATIL, ADVOCATE)

AND:

1. M/S INDIAN RAILWAY CATERING AND
TOURISM CORPORATION LTD (IRCTC)
REPRESENTED BY ITS GROUP
GENERAL MANAGER,
SITUATED AT 11TH FLOOR,
STATESMAN HOUSE, B-148
BARAKHAMBHA ROAD,
NEW DELHI - 110 001.

Digitally
signed by
NIRMALA
DEVI

Location:
HIGH
COURT OF
KARNATAKA



ALSO AT SITUATED AT 6A,
THE RAIN TREE PLACE,
NO.9, MC NICHOLS ROAD,
CHETPET, CHENNAI - 600031

2. SOUTH WESTERN RAILWAY
ZONAL HEADQUARTERS OFFICE,
COMMERCIAL BRANCH,
2ND FLOOR, GADAG ROAD,
HUBLI - 580 020
REPRESENTED BY ITS CHIEF
COMMERCIAL MANAGER

...RESPONDENTS

THIS COMAP IS FILED UNDER SECTION 13(1-A) OF
COMMERCIAL COURTS ACT, PRAYING TO SET ASIDE THE
IMPUGNED ORDER DATED 25.02.2026 PASSED BY LEARNED
LXXXVII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE,
COMMERCIAL COURT, AT BENGALURU (CCH-88) IN COMAA
NUMBER 78/2026 ON THE APPLICATION FILED BY THE
APPELLANT UNDER ORDER 39 RULE 1 AND 2 OF THE
ARBITRATION AND CONCILIATION ACT, 1996 VIDE
ANNEXURE A.

THIS APPEAL, COMING ON FOR ADMISSION, THIS DAY,
JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE
and
HON'BLE MR. JUSTICE C.M. POONACHA



ORAL JUDGMENT

(PER: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE)

1. The appellant has filed the present appeal under Section 37(1)(b) of the Arbitration and Conciliation Act, 1996 [**A&C Act**] impugning the order dated 25.02.2026 passed by the LXXXVII Additional City Civil and Sessions Judge, Commercial Court, Bengaluru [**Commercial Court**] directing that emergent notice be issued in respect of the appellant's application filed under Section 9 of the A&C Act for interim measures of protection.

2. The appellant has filed the said application, *inter alia*, praying that the respondents be restrained from interfering with the operation, management, service and supply of catering services by the appellant in Train No.12295/12296, SBC-DNR, Sanghamitra Express Train as referred to in the Master Licence Agreement dated 15.12.2015 [**Agreement**] and a Tripartite Agreement dated 05.07.2017.

3. It is the appellant's case that it was granted a licence to provide the catering services on the train in question, in terms of an Agreement dated 15.12.2015. The said Agreement was for a



term of five years, with further renewal for another term. After the expiry of the license, it was extended for a further period of five years, from 01.06.2019 to 30.06.2024. However, there were disruptions in the train operations during the COVID period. Accordingly, the license was further extended. The appellant relies on a communication dated 06.05.2025 extending the licence from 01.07.2005 to 06.03.2026, subject to the appellant paying an amount of ₹4,13,30,399/- immediately.

4. Although the said term is also coming to an end, the appellant claims that it is entitled to a further extension, as the train services were disrupted for 79 days during the said period. The appellant's contention is based on clause 21.9 of the Master Service Agreement/force majeure clause. The said clause is set out below.

"21.9 In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in



writing to the Railway with reasonable evidence thereof. In such event of force majeure, the conditions of the License will not be enforced by either parties. Further, if mutually agreed by both parties, the tenure of this Agreement may be further extended for the period during which license was not operational."

5. *Prima - facie*, a plain reading of the said clause indicates that in case of force majeure events, the tenure of the Agreement may be further extended. However, the same would be only "*if mutually agreed by both parties*".

6. The *ex parte* interim order that the appellant seeks is, in effect, an extension of the license agreement on account of an alleged force majeure event. However, the same can only be done if both parties mutually agree.

7. We are not persuaded to accept that any ad interim measures of interim protection is required to be passed in favour of the appellant.

8. Considering that the appellant's application under Section 9 of the A&C Act is pending before the learned Commercial Court,



we refrain from making any further observations on the merits of the appellant's claim.

9. The appeal is accordingly dismissed.

SD/-
(VIBHU BAKHRU)
CHIEF JUSTICE

SD/-
(C.M. POONACHA)
JUDGE

BS
List No.: 2 SI No.: 18