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

+ **O.M.P.(I)(COMM.) 14/2026**

M/S R.K. ASSOCIATES AND HOTELIERS PVT. LTD.....Petitioner

Through: Mr. Sandeep Sethi, Sr. Adv. with Mr. Jasmeet Singh, Mr. Mahinder Singh Hura, Mr. Saif Ali, Mr. Pushpendra S. Bhadoriya, Mr. Vijay Sharma, Mr. Ajith William, Mr. Pranav Menon, Mr. Saurav and Ms. Shrya Sethi, Advs.

versus

**INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LIMITED (IRCTC)**

.....Respondent

Through: Mr. Saurav Agrawal, Ms. Kiran Devrani, Mr. Anshuman Chowdary and Ms. Nikita Rathi, Advs.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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12.01.2026

I.A.Nos.736-37/2026 (exemption)

1. Allowed, subject to all just exceptions.
2. The applications are disposed of.

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3. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 [in short, 'Act'] seeking pre-arbitral interim measures.
4. Mr. Sandeep Sethi, learned Senior Counsel appearing on behalf of the



petitioner submits that disputes having arisen between the parties under the tender bearing No. 2024/IRCTC/P&T/CLUSTER/FEB/NWR/CLT/A-1 for construction and operation of Base Kitchens at designated locations (Part A) and Onboard Catering Services (Part B) in cluster trains bearing cluster no. NWR/CLT/A-1, for a period of five (5) years, extendable by a further period of two (2) years, read with Master License Agreement (“MLA”), the petitioner has already invoked the arbitration clause in terms of Section 21 of the Act vide legal notice dated 11.01.2026. A copy of the legal notice has been handed over across the Bar, the same is taken on record.

5. Mr. Sethi invites attention of the Court to Clause 9 of MLA which is quoted in the aforesaid legal notice, and provides for arbitration. Clause 9 of the MLA reads thus:

"9 ARBITRATION

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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 the applicability of subsection 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-- L. 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 IRCT's empanelled Arbitrators. 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 subject to determination by the Arbitration Tribunal.”

6. He submits that an Arbitrator may be appointed who may treat the present petition as application under Section 17 of the Act and dispose of the same in accordance with law.
7. He urges that in view of the urgency involved in the present matter, the learned Arbitrator to be appointed by this Court may be requested to take up the matter by tomorrow i.e. 13.01.2026.
8. In view of the above, issue notice. Mr. Saurav Agrawal, learned counsel appearing on behalf of respondent accepts notice. On instructions, he submits that the respondent does not dispute the arbitration clause and he has no objection in case an Arbitrator is appointed.
9. Accordingly, Mr. Najmi Waziri, former Judge of this Court [Mobile no. 9810097311] is appointed as Sole Arbitrator.
10. The learned Arbitrator is requested to furnish declaration under Section 12 of the Act, prior to entering upon the reference.
11. The learned Arbitrator is requested to take up the matter tomorrow i.e. 13.01.2026 and treat the present petition as an application under section 17 of the Act, and decide the same in accordance with law.



12. The learned Sole Arbitrator shall be entitled to fee in accordance with the fourth schedule of the Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
13. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
14. Copy of this order be given *dasti* under signatures of Court Master.

VIKAS MAHAJAN, J

JANUARY 12, 2026/aj