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

+ ARB.P. 165/2026

INDIAN RAILWAY CATERING AND TOURISM
CORPORATIONPetitioner

Through: Mr. Sunil Goyal, Ms. Deepa Rathore
and Ms. Happy Kumari, Advs.

versus

M/S KAPOOR TENT AND CATERERSRespondent

Through: Mr. Akshat Bajpai, Mr. Shobhit
Trehan, Mr. Atul Pandey, Ms. Renuka
Parmanand, Ms. Vedika Dalmia and
Ms. Jayashree Mishra, Advs.
(M:7985177435)
Email: bajpaiakshat@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
08.04.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties arising out of the Open E-Tender Cum Auction Bid Document for Operation, Maintenance and Provision of Catering Services In / Through Refreshment Rooms (Kitchen Unit) ("E-Tender").
2. As per the facts on record, the respondent was awarded the License in relation to the E-Tender on 04th August, 2021, and subsequently the same



was accepted by the respondent *vide* the Letter of Acceptance dated 11th August, 2021, for a period of five years.

3. Consequently, the petitioner, *vide* Letter dated 25th April, 2022 called upon the respondent to submit the License Fee for Operation of Refreshment Room at Lucknow Junction Railway Station.

4. Thereafter, *vide* Letter dated 29th July, 2022, the petitioner rejected the respondent's representations seeking reduction in license fees and reiterated that the terms and conditions of the tender document were binding.

5. Subsequently, a final reminder dated 31st August, 2022 was issued, demanding payment of outstanding dues amounting to Rs. 58,31,705/- (Rupees Fifty Eight Lakh Thirty One Thousand Seven Hundred and Five only), i.e., outstanding dues, for the period, 22nd December 2021 to 21st December 2022.

6. In furtherance to the same, a Show Cause Notice dated 29th September, 2022 was issued to the respondent on account of non-payment of license fees, treating the same as a breach of the tender conditions.

7. Pursuant to the respondent's continuing default and its failure to clear the outstanding amount, the petitioner was constrained to terminate the Contract *vide* Letter dated 18th January, 2023, in exercise of its rights under Clause 3.7 thereof.

8. Thus, on account of the disputes arising between the parties regarding non-payment of license fees, the petitioner invoked the Arbitration Clause, i.e., Clause 5.1 of the General Conditions of License in the E-Tender *vide* Notice under Section 21 of the Arbitration Act dated 12th December, 2025, which was duly served upon the respondent.



9. At this stage, the learned counsel for the petitioner draws the attention of this Court to Clause 5 of the of the General Conditions of License in the E-Tender, that contains the Arbitration Clause between the parties i.e. Clause 5.1, which is reproduced here as under:

5. ARBITRATION	
5.1	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 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.

10. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes between the parties to Sole Arbitrator. Further, the place of arbitration is also at New Delhi.

11. Though the respondent has taken numerous objections in their reply, learned counsel appearing for the respondent submits that if the rights and contentions of the respondent are kept open, he has no objection if an Arbitrator is appointed.

12. Learned counsel appearing for the respondent further does not dispute



the Arbitration Clause between the parties.

13. Considering the consent given by learned counsel appearing for respondent for appointment of an Arbitrator and no objection with regard to the arbitration clause, this Court finds no impediment in appointment of an Arbitrator.

14. Learned counsel appearing for the petitioner submits that they have a claim of approximately Rs. 58 Lacs.

15. Learned counsel appearing for the respondent, submits that the arbitration be conducted under the aegis of the Delhi International Arbitration Centre (“DIAC”).

16. Therefore, this Court is satisfied that there are disputes between the parties and a valid Arbitration Clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

17. Accordingly, considering the submissions made before this Court the following directions are issued:

- i) Mr. Lorren Bamniyal, Former Member (Judicial), Real Estate Appellate Tribunal of NCT of Delhi and UT of Chandigarh (Mob: +91 9910390952) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- 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 Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator’s appointment on that Count, the



parties are given liberty to file an appropriate application before this Court.

v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.

vi) 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.

vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.

18. It is made clear that this Court has not expressed any opinion on the merits of the case.

19. Accordingly, the present petition is disposed of in the aforesaid terms.

20. The Registry is directed to send a copy of this order to the Secretary, DIAC, as well as the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 8, 2026/JYH