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

+ **O.M.P.(I) (COMM.) 102/2026**

RK ASSOCIATES AND HOTELIERS PVT LTDPetitioner

Through: Mr. Vijay Kaundal, Mr. Nitish Kant
Sharma, Ms. Mehak Khurana, Ms.
Sapna Jha and Mr. Shashank,
Advocates

versus

**INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD.**Respondent

Through: Mr. Saurav Agrawal, Ms. Kiran
Devrani, Mr. Anshuman Chowdhury,
Mr. Parmeet Singh, Ms. Samayra
Adlakha, Advocates

**CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

ORDER

% **17.03.2026**

I.A. 6651/2026 (Exemption)

Allowed, subject to all just exceptions.

O.M.P.(I) (COMM.) 102/2026

1. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner with the following prayers:

“a. Stay the operation and effect of the Demand Notice dated 06.01.2026 specifically to the extent that it demands payment of an “additional license fee” on account of change in coach composition;



b. Restrain the Respondent from requesting additional Security Deposit due to the alleged rise in the license fee;

c. Restrain the Respondent from withholding, deducting, or adjusting the Petitioner's catering service payments against disputed license fee, including additional license fee, claims or any other amounts and require timely payment of the same to the Petitioner;

d. Pass ex-parte ad-interim orders in terms of prayers (a) to (c) above in favour of the Petitioner and against the Respondent;

e. Pass such other and further orders as this Hon'ble Court may deem fit and proper in the interests of justice."

2. The facts, in brief, leading to the present Petition are that the Respondent issued E-open Tender No.2024/IRCTC/P&T/CLUSTER/FEB/NER/CLT/A-1 for on-board catering services in a cluster of Category-A trains for five years, extendable by two years ("**Contract**"). The Petitioner herein was awarded the Contract *vide* Letter of Award dated 12.04.2024 by the Respondent herein for commissioning and operation of base kitchens and provision of on-board catering services in cluster NER/CLT-A-1 for a period of 05 years, further extendable upto 02 years. The present dispute pertains to the Contract in respect of Train No.22549-50.

3. It is stated that the contractual framework underwent a significant modification upon issuance of Corrigendum-3 dated 16.02.2024, by which the Respondent expressly removed "coach composition" from the list of



events that could trigger pro-rata adjustments to the licence fee.

4. It is stated that pursuant to this amendment, the Petitioner commenced operations with the legitimate expectation that licence fees would remain fixed for the duration of the said Contract. It is stated that, however, the dispute surfaced on 04.06.2025, when the number of coaches for Train No.22549-50 were increased from 8 to 16 effective from 08.06.2025. It is stated that this operational change, wholly beyond the control of the Petitioner, was thereafter cited by the Respondent as a basis to demand an enhanced licence fee from the Petitioner. It is the case of the Petitioner that after the issuance of Corrigendum-3, such a demand was impermissible as “coach composition” was no longer a valid trigger for pro-rata revision of licence fee.

5. The Petitioner has approached this Court by filing the present Petition apprehending that the Respondent will withhold/adjust the disputed additional license fee from catering service payments that are otherwise contractually due including possibly from payments under other contracts, notwithstanding the absence of any adjudication of the said claim and in the teeth of contractual provisions mandating timely payment of catering invoices.

6. With mutual consent of the Parties, Hon’ble Mr. Justice Rajiv Shakhder (Retd.), former Chief Justice of Himachal Pradesh High Court (Mobile No. 9717495004) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the Parties.

7. The present petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 would be treated as one under Section 17 of the Arbitration and Conciliation Act, 1996 and the same shall be decided within



two weeks from the date of entering reference.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering reference.

10. Needless to state that the learned Arbitrator will decide the Section 17 application on the weight of the merits, contentions raised by both sides and on the documents being adduced by both sides without being influenced by this Order.

11. The petition is disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 17, 2026

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