



\$~56

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

+ **ARB.P. 687/2026**

SATYAM CATERERS PVT. LTD

.....Petitioner

Through: Mr. Kshitij Bhardwaj, Advocate

versus

**INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD & ANR.**

.....Respondents

Through: Mr. Rajat Malhotra, Mr. Tathagat
Tiwari, Mr. Utkarsh Mishra, Ms.
Madhu K Singh, Mr. Saksham Gupta
and Ms. Kamayani Tripathi,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

%

23.04.2026

I.A. 10527/2026 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 687/2026

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Master License Agreement dated 18.01.2024 (*hereinafter referred to as 'the Agreement'*).

2. It is stated that under the said Agreement, the Petitioner herein was awarded the work of providing onboard catering services in Aastha Special



Prepaid Tourist Trains to Ayodhya. It is stated that disputes arose between the parties regarding payment of money. Notice invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 was issued by the Petitioner on 22.11.2024. Since the said Notice was not replied to by the Respondent, the Petitioner approached this Court by filing the present Petition.

3. Notice in the present Petition was issued on 17.04.2026.

4. Learned Counsel appearing for the Respondent states that under the Agreement, 21 separate Letters of Awards (LoA) were issued to the Petitioner and the dispute under each of the LoAs relates to different facts and amounts and, therefore, the Petitioner ought to have filed separate petitions by issuing separate notices under Section 21 of the Arbitration Act for each of the dispute under the LoAs. He states that the purpose of issuing Notice under Section 21 of the Arbitration Act is twofold – one to freeze the period of limitation and the other to highlight the issues that have arisen between the parties. He states that since there are 21 separate LoAs and the nature of each LoA might/might not be the same, issuance of a composite Notice under Section 21 of the Arbitration Act is not valid.

5. *Per contra*, learned Counsel for the Petitioner states that since the LoAs have been issued under a common tender and the tender agreement contains an Arbitration clause and, therefore, a single notice under Section 21 of the Arbitration Act would be sufficient.

6. After considering the argument of the learned Counsel for the Respondent, this Court gave a suggestion to the learned Counsel for the Petitioner to withdraw the present Petition and to issue separate notices to the Respondent under each of the LoAs under which disputes have arisen



between the parties and approach this Court once again by filing separate Petitions in case the Respondent fails to consider the said Notices.

7. Learned Counsel for the Petitioner accepts the suggestion of this Court. He seeks to withdraw the present Petition with liberty to issue separate notices under Section 21 of the Arbitration Act and approach this Court once again in case the grievances of the Petitioner are not assuaged by the Respondent.

8. Leave and liberty, as prayed for, is granted.

9. The Petition is disposed of as withdrawn, along with the pending applications, if any.

10. It is made clear that this Court has not made any observations on the merits of the case.

SUBRAMONIUM PRASAD, J

APRIL 23, 2026

Rahul