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

+ **W.P.(C) 9420/2026 with CM APPL. 43863/2026**

**M/S BALAJI HOTEL BOARDING AND
LODGING**

.....Petitioner

Through: Mr. Jitender Mehta, Mr. Lalit Kumar,
Mr. Shivam Pahal, Mr. Avaneesh
Singh and Ms. Divya Mehta,
Advocates.

versus

**INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LIMITED**

.....Respondent

Through: Mr. Mohit Raj and Mr. Jay Kishor
Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **21.07.2026**

1. The present writ petition has been filed seeking the following reliefs:-

- (i) To pass any Writ Petition Under Article 226 of Constitution of India for the issuance of Writ of certiorari or any other Writ or direction for declaring impugned termination letter dated 14.11.2025 issued by IRCTC as illegal, arbitrary, unconstitutional, null and void-ab-initio and is liable to be quashed and set-aside the impugned termination letter dated 14.11.2025,



- (ii) To pass any Writ Petition Under Article 226 of Constitution of India for the issuance of Writ of certiorari or any other Writ or direction for declaring impugned letter dated 25.11.2025 issued by IRCTC as illegal, arbitrary, unconstitutional, null and void-ab-initio and is liable to be quashed and set-aside the impugned letter dated 25.11.2025,
- (iii) Or in alternative to pass any Writ Petition under Article 226 of Constitution of India for the issuance of Writ of Mandamus or any other appropriate Writ, Order or Direction be given to the Respondent to refund the SEMD/EMD of Rs. 5,00,000/- deposited by the Petitioner.
- (iv) To pass any writ under Article 226 of Constitution of India for the issuance of Writ of Mandamus or any other appropriate Writ, Order or Direction be given to the Respondent restore the empanelment of the Petitioner for M2 category;

2. The respondent/IRCTC floated two tenders dated 5th May, 2025 for '*onboard catering services in train without pantry car*' in respect of Train No. 19031-32, SBIB-YNRK and Train No.19217-18, BDTs-VRL. The contract was to be for a period of three (3) months, extendable by three (3) months at the discretion of the respondent/IRCTC.

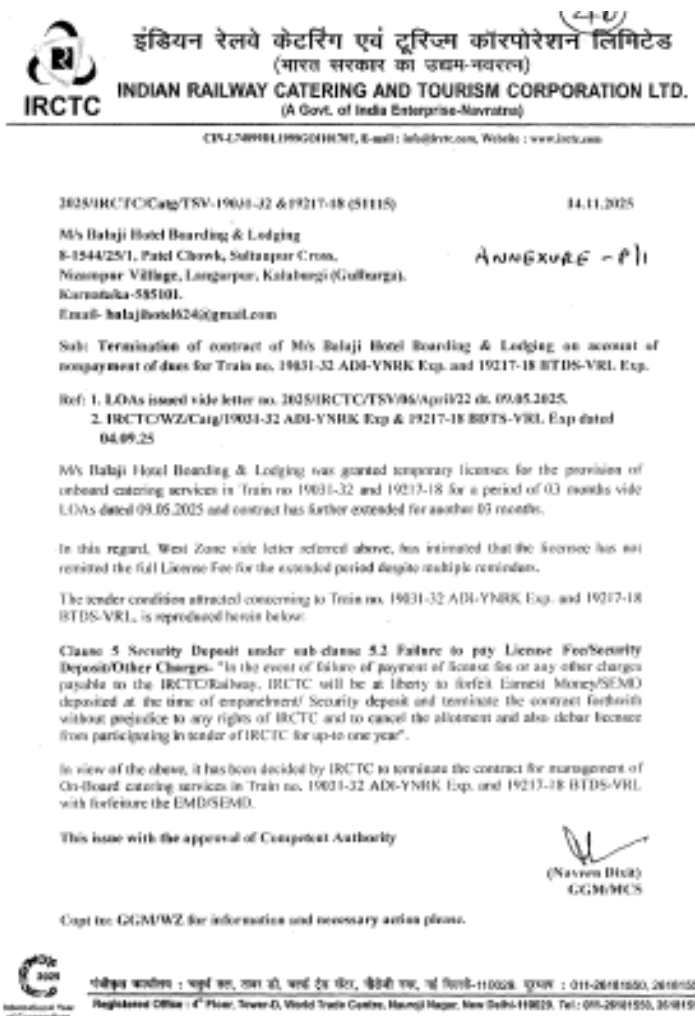
3. The petitioner participated in the aforesaid tenders and the respondent/IRCTC issued two Letters of Award dated 9th May, 2025 ('LoA') in favour of the petitioner.

4. It is the case of the petitioner that the petitioner paid the amounts payable under the LoA on a monthly basis, instead of paying the same on a consolidated basis. The same was accepted by the respondent/IRCTC as the respondent/IRCTC granted renewal of the contract.



5. On 24th September, 2025, the respondent issued show cause notices alleging non-payment of the license fees by the petitioner in respect of the aforesaid trains. The petitioner duly replied to the aforesaid show cause notices.

6. *Vide* the impugned order dated 14th November, 2025, the respondent terminated the contract of the petitioner in respect to onboard catering services for both the trains by placing reliance on Clause 5 of the LoA. The said letter is reproduced below:-



7. This was followed by a communication dated 25th November, 2025, informing the petitioner that SEMD/EMD of Rs. 5,00,000/- deposited by the



petitioner has been forfeited.

8. Mr. Jitender Mehta, counsel appearing on behalf of the petitioner contests the termination by the respondent as the petitioner has paid the entire amount of license fee, which was due and payable. He further submits that main grievance of the petitioner is that the respondents have debarred the petitioner from participating in future tenders of IRCTC and have also wrongfully forfeited the security deposit.

9. I have heard the counsel for the parties.

10. A perusal of the impugned communications dated 14th November, 2025 and 25th November, 2025 clearly shows that the respondents have terminated the contract of the petitioner for non-payment of license fees. A perusal of the aforesaid communications shows that there is no mention of debarment of the petitioner from participating in the future tenders of IRCTC. Further, there is nothing in the aforesaid communications to suggest that the respondents have forfeited the security deposit of the petitioner.

11. Accordingly, the present writ petition is disposed of by holding that there is no bar on the petitioner from participating in future tenders of the respondent/IRCTC. The petitioner shall take necessary steps for being empanelled/renewal of its empanelment.

12. In the event security deposit of the petitioner has been withheld by the respondent, the petitioner shall make a representation to the respondent and the respondent shall decide the same in an expeditious manner.

13. Pending application stands closed.

AMIT BANSAL, J

JULY 21, 2026

Vivek/-