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

CNR No. DLHC010359242026

+ **W.P.(C) 11162/2026 & CM APPL. 51717/2026**

M/S CLASSIC CATERERS

.....Petitioner

Through: Mr. Jitender Mehta with Mr. Lalit Kumar, Mr. Abhinav Kumar, Mr. Avaneesh Singh, Ms. Divya Mehta and Ms. Kongkana Sarma.

versus

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

.....Respondent

Through: Mr. Sunil Goyal and Ms. Swati Tayal,
Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

14.08.2026

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1. The present writ petition has been filed seeking setting aside of the letter dated 31st July, 2026 ('impugned letter') issued by the respondent/IRCTC, whereby the contract of the petitioner to provide catering services has been annulled.
2. Mr. Jitender Mehta, counsel for the petitioner submits that on 6th July, 2026, the petitioner received an email from the respondent calling upon the petitioner to deposit the license fee of Rs. 13,18,060/- on the same date itself. The petitioner deposited the same on 9th July, 2026. Therefore, the termination order passed by the respondent is arbitrary and unjust.



3. Mr. Sunil Goyal, counsel appearing on behalf of the respondent/IRCTC submits that the petitioner had responded to the e-mail of the respondent *via* e-mail dated 6th July, 2026 sent at 2:49 PM (Page 150 of the writ petition), wherein he had sought adjustment of the sum of Rs.13,44,421/- in respect of other dues which were to be refunded to the petitioner.

4. Mr. Goyal submits that the said request for adjustment is not permissible in terms of the rules and policies of the respondent/IRCTC. He further submits that the disputes raised in the present writ petition pertain to contractual dues and the remedy of the petitioner would be to invoke the arbitration clause under the contract.

5. After some hearing, Mr. Mehta, counsel appearing on behalf of the petitioner on instructions submits that the petitioner would be satisfied if the license fee paid by the petitioner as well as the security deposit *vis-a-vis* this contract is refunded to the petitioner.

6. Mr. Goyal is agreeable to the same and the submits that the security deposit as well as the license fee shall be refunded to the petitioner expeditiously.

7. A direction is issued to the respondents to refund the aforesaid amounts within four (4) weeks from today.

8. The writ petition, along with pending application, stands disposed of in terms of the above direction.

AMIT BANSAL, J

AUGUST 14, 2026

Vivek/-