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

+ ARB.P. 131/2026 & I.A. 1383/2026

DEEPAK AND CO

.....Petitioner

Through: Mr. Himanshu Pathak, SC with Mr.
Mohit Gupta, Adv.

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD

.....Respondent

Through: Mr. Ratik Sharma, Mr. Parth
Sindhvani and Ms. Dimple Kathuria,
Adv.

+ ARB.P. 134/2026 & I.A. 1397/2026

DEEPAK AND CO

.....Petitioner

Through: Mr. Himanshu Pathak, SC with Mr.
Mohit Gupta, Adv.

versus

INDIAN RAILWAY CATERING AND TOURISM
CORPORATION LTD

.....Respondent

Through: Mr. Ratik Sharma, Mr. Parth
Sindhvani and Ms. Dimple Kathuria,
Adv.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

20.03.2026

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1. These petitions are filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief facts are that the petitioner participated in the e-tender for temporary license for management of on-board catering service in Rajdhani/Shatabdi/Duronto having pantry. In respect of Train No.20501-02



AGTL-ANVT, the petitioner was the successful bidder and license was awarded vide Letter of Award dated 21.11.2022. The petitioner started catering service w.e.f. 19.12.2022. On 12.01.2023, the respondent unilaterally revised/modified the menu against which the petitioner raised objections vide letter dated 25.01.2023. Vide letter dated 01.10.2024 the amount was sought from the respondent which was not paid. Dispute arose between the parties and vide letter dated 28.10.2024 the petitioner invoked the arbitration under clause 9 of General Provision of the e-tender. Vide letter dated 08.04.2025 a reminder was served but the respondent failed to comply with the notice dated 28.10.2024 within the stipulated period of thirty days despite the arbitration clause having been invoked. Hence the present petition.

3. Learned counsel for the respondent on instructions has no serious objection and submits that earlier also Mr. Hardik Giri, Advocate was appointed as the arbitrator in the connected matters and requests that the same arbitrator be appointed in these matters also.

4. Accordingly, these petitions are allowed by appointing Mr. Hardik Giri, Advocate (Mobile No.9599422383), with the consent of the parties, as the sole arbitrator for adjudication of the disputes which have arisen between the parties.

5. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC). Fee of the Arbitrator shall be fixed as per fee schedule.

6. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.

7. It is made clear that since this Court has not expressed any opinion on



the merits of the rival claims of the parties and it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.

8. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

MARCH 20, 2026
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