



2025:DHC:5271



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

% **Date of Decision: 03<sup>rd</sup> July, 2025**

+ W.P.(C) 7846/2025 & CM APPL. 34547/2025, CM APPL.  
36512/2025

OM SAI RAM CATERING

.....Petitioner

Through: Mr. Akshat Bajpai, Mr. Shobhit  
Trehan, Mr. Ishaan Vats, Ms. Renuka  
Parmanand, Ms. Vedika Dalmia, Mr.  
Atul Pandey, Advocates  
(M:7985177435)

versus

INDIAN RAILWAY CATERING AND TOURISM  
CORPORATION

.....Respondent

Through: Ms. Shilpi Chowdhary, Mr. Amarkant  
Patel, Advocates (M:9718848910)

**CORAM:**  
**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**MINI PUSHKARNA, J (ORAL):**

1. The present writ petition has been filed under Article 226 of the Constitution of India, 1950, seeking issuance of directions to the respondent, i.e., Indian Railway Catering and Tourism Corporation Ltd. ("IRCTC"), to extend license of the petitioner for the Quick Food Joint-02 at Anand Vihar Railway Station for a period of 483 days in accordance with the respondent's Policy Letter dated 04<sup>th</sup> October, 2021.
2. It is the case of the petitioner that by way of a Letter of Award dated



07<sup>th</sup> November, 2019, petitioner was granted a license to setup, operate and manage the Quick Food Joint within the premises of the Anand Vihar Railway Station by the Indian Railway Stations Development Corporation Limited (“IRSDC”) on an annual license fee of Rs. 71,00,079/-, along with 18% GST and a one-time security deposit of Rs. 35,50,040/-.

3. Subsequently, petitioner had entered into a License Agreement dated 26<sup>th</sup> December, 2019 with the IRSDC for a period of 5 years with effect from 26<sup>th</sup> December, 2019, and in furtherance to the aforesaid License Agreement, on 07<sup>th</sup> February 2020, petitioner had commenced the operation of the Quick Food Joint allotted to it.

4. However, just a few days after the commencement of the Quick Food Joint of the petitioner, Government of India (“GoI”) had imposed a nationwide lockdown on account of the COVID-19 pandemic and consequently, all catering stalls present at the railway platforms were closed.

5. The Railway Board, through its circular dated 21<sup>st</sup> May, 2020, had directed that the period for which the contracts were non-operational shall be treated as *dies non* and the contract period shall also be extended accordingly.

6. However, on account of the fact that certain ‘COVID Coaches’ were placed at the tracks of the Anand Vihar Railway Station and footfall was suspended, the said platform was non-operational for an extended period of time, till October, 2020. Therefore, upon payment of a reduced license fee, the petitioner opened its Quick Food Joint in October, 2020, and received an extension of 71 days for the period of non-operation.

7. The respondent had also issued a Policy Letter dated 04<sup>th</sup> October,



2021, *vide* which, a mechanism was introduced for calculating the number of days for extension which the licensees were entitled to, on account of the lockdown and restrictions due to the COVID-19 pandemic. The said mechanism/guidelines were issued in supersession of all earlier directions. Furthermore, the said Policy Letter also established a framework that directed charging of license fee as a percentage of the license fee levied in the pre-COVID period. In terms of the aforesaid framework, percentage for certain time duration was to be calculated by comparing the footfall on the stations during the same time duration in the year 2019, i.e., pre-COVID period.

8. Subsequently, the Railway Board, *vide* its letter dated 18<sup>th</sup> October, 2021, had directed the closure of IRSDC and accordingly, petitioner entered into a Novation Agreement dated 21<sup>st</sup> March, 2022 with the IRCTC and the IRSDC, whereby, all the rights and liabilities of the IRSDC were transferred to the respondent, with effect from 01<sup>st</sup> April, 2022.

9. It is the case of the petitioner that as per the Policy Letter dated 4<sup>th</sup> October, 2021 of the respondent, the period from 23<sup>rd</sup> March, 2020 to 31<sup>st</sup> May, 2020 would be treated as *dies non*. Further, the petitioner is also entitled to residual period for extension at the end of the tenure.

10. Further, in response to a letter dated 20<sup>th</sup> March, 2025 of the petitioner, the Station Superintendent, Anand Vihar Railway Station, Northern Railways, *vide* its letter dated 28<sup>th</sup> March, 2025, took into consideration that the Quick Food Joint of the petitioner was closed for a period from 01<sup>st</sup> July, 2020 to 31<sup>st</sup> August, 2020. In view of the same, the respondent, by way of another letter dated 06<sup>th</sup> May, 2025, granted an



extension of 2 months, i.e., from 06<sup>th</sup> May, 2025 to 05<sup>th</sup> July, 2025, for petitioner's Quick Food Joint license.

11. However, learned counsel for petitioner submits that the residual period for operating the Quick Food Joint should be 339 days in terms of the Policy Letter dated 04<sup>th</sup> October, 2021, and the balance *dies non* extension should be 144 days, in terms of the circular dated 21<sup>st</sup> May, 2020.

12. It is further submitted by the petitioner that as per Recital 1 of the Catering Policy dated 27<sup>th</sup> February, 2017, bearing *Commercial Circular No. 20/2017*, the petitioner is a major unit, and therefore, is covered by the extension policy dated 24<sup>th</sup> October, 2021 of the respondent. Therefore, the petitioner is entitled to a total extension of 483 days for the period during which the Quick Food Joint run by the petitioner was inoperative.

13. Learned counsel appearing for the petitioner draws the attention of this Court to Para 13 of the present writ petition to submit that the benefit of residual period has not been granted to the petitioner in terms of the extension policy of the respondent.

14. He further submits that the unit of the petitioner was closed from 01<sup>st</sup> June, 2020 to 30<sup>th</sup> September, 2020. However, in accordance with the letter dated 28<sup>th</sup> March, 2025 of the Northern Railway Delhi Division, the petitioner has been granted the benefit of only the months of July and August, 2020. He submits that the petitioner has not been granted the benefit for the months of June, 2020 and September, 2020.

15. *Per contra*, learned counsel appearing for the respondent submits that the letter dated 20<sup>th</sup> March, 2025, *Annexure-P6* of the present petition, as relied upon by the petitioner, is only in reference to closure of the railway



platform. She further submits that the unit of the petitioner has been operational outside the Anand Vihar Railway Station, and not on the platform. Thus, the closure of the platform at the Anand Vihar Railway Station cannot be equated to closure of the unit of the petitioner.

16. She further submits that the letter dated 28<sup>th</sup> March, 2025, issued by the Station Superintendent, Anand Vihar Terminal, Northern Railways, was the basis on which extension for further 2 months, i.e., the months of July, 2020 and August 2020, after taking the period of closure of the Quick Food Joint from 1<sup>st</sup> July, 2020 to 31<sup>st</sup> August, 2020, was granted to the petitioner.

17. Learned counsel for the respondent submits that it is only before this Court for the first time that the petitioner has raised the factum of its unit being closed for the period from 1<sup>st</sup> June, 2020 till September, 2020. She submits that no letter, in this regard, was ever written by the petitioner to the respondent.

18. Additionally, the extension that has been granted to the petitioner for the period of non-operation of the Quick Food Joint is on the basis of the information as received from the Northern Railways.

19. It is further submitted by the learned counsel for the respondent that the reliance by the petitioner on the Policy Letter dated 04<sup>th</sup> October, 2021 of the respondent is totally misplaced as the petitioner is not covered by the said Policy Letter.

20. To buttress her arguments, she draws the attention of this Court to 'Clause g' of the Policy Letter, which provides the methodology of calculating the license fee and fixation of the license tenure. As per said Clause, the benefit of the Policy Letter is only applicable to those contracts



which were finalized by the respondent before 23<sup>rd</sup> March, 2020.

21. However, she submits that, in the present case, the petitioner had no contract with the respondent, and it is only on the basis of the Novation Agreement dated 21<sup>st</sup> March, 2022, that the petitioner has any contractual relations with the respondent. It is further submitted that the petitioner does not form part of those catering units to whom the said Policy was extended. Therefore, petitioner has no locus to file the present writ petition.

22. It is further submitted that the petitioner has already been granted two extensions, i.e., the first extension of 71 days by way of the Novation Agreement dated 21<sup>st</sup> March, 2022, and the second extension of 2 months, which was granted after considering the letter dated 28<sup>th</sup> March, 2025 of the Station Superintendent. Therefore, the petitioner, in the present case, is not eligible for any further extensions.

23. Lastly, it is submitted by the learned counsel for the respondent that the Novation Agreement entered into by the petitioner and the respondent has an Arbitration Clause and therefore, the petitioner ought to have invoked the same for redressal of its grievances before an arbitrator, and not the Court.

24. Responding to the aforesaid, learned counsel appearing for the petitioner submits that the petitioner gives up its claim with respect to the months of June, 2020 and September, 2020 and accepts the extension on account of closure of the Quick Food Joint for the months of July, 2020 and August, 2020.

25. He further submits that pursuant to the various letters of the petitioner for extension of time, requisite information was sought by the respondent



which was duly given by the petitioner. He, thus, submits that the extension ought to be granted to the petitioner in terms of the Policy Letter dated 4<sup>th</sup> October, 2021 of the respondent.

26. Having heard learned counsels for the parties, this Court notes at the outset, that the petitioner had earlier entered into a License Agreement with the predecessor of the respondent, i.e., IRSDC. Subsequently, on account of decision of the Railway Board that the stations managed by IRSDC shall be handed over to the IRCTC, a Novation Agreement dated 21<sup>st</sup> March, 2022 was entered into between the petitioner and the respondent herein.

27. Further, in the aforesaid Novation Agreement, it is clearly noted that the extension of 71 days shall be given to the petitioner for the *dies non* period due to COVID-19 pandemic. Clause 8 of the Novation Agreement reads as under:

“xxx xxx xxx

8. AND WHEREAS, a license/contract/agreement dated 26.12.2019 for Quick Food Joint-2 within the Railway Premises from Opp. To UTS Counters on GF, adjacent to DLI side escalator at Anand Vihar Terminal Railway Station is in existence between the Transferor and the licensee or vendor/party (the "**Old Transaction**") which is valid from 07.02.2020 to 06.02.2025 i.e. for a period of 05 (Five) years further extended from 07.02.2025 to 18.04.2025 i.e. 71 days because of dies non period due to covid, unless terminated earlier as per the provisions of such Existing license/ contract/ agreement which is annexed herewith as Annexure-1, shall form the basis of this Novation Agreement.

xxx xxx xxx”

(Emphasis Supplied)

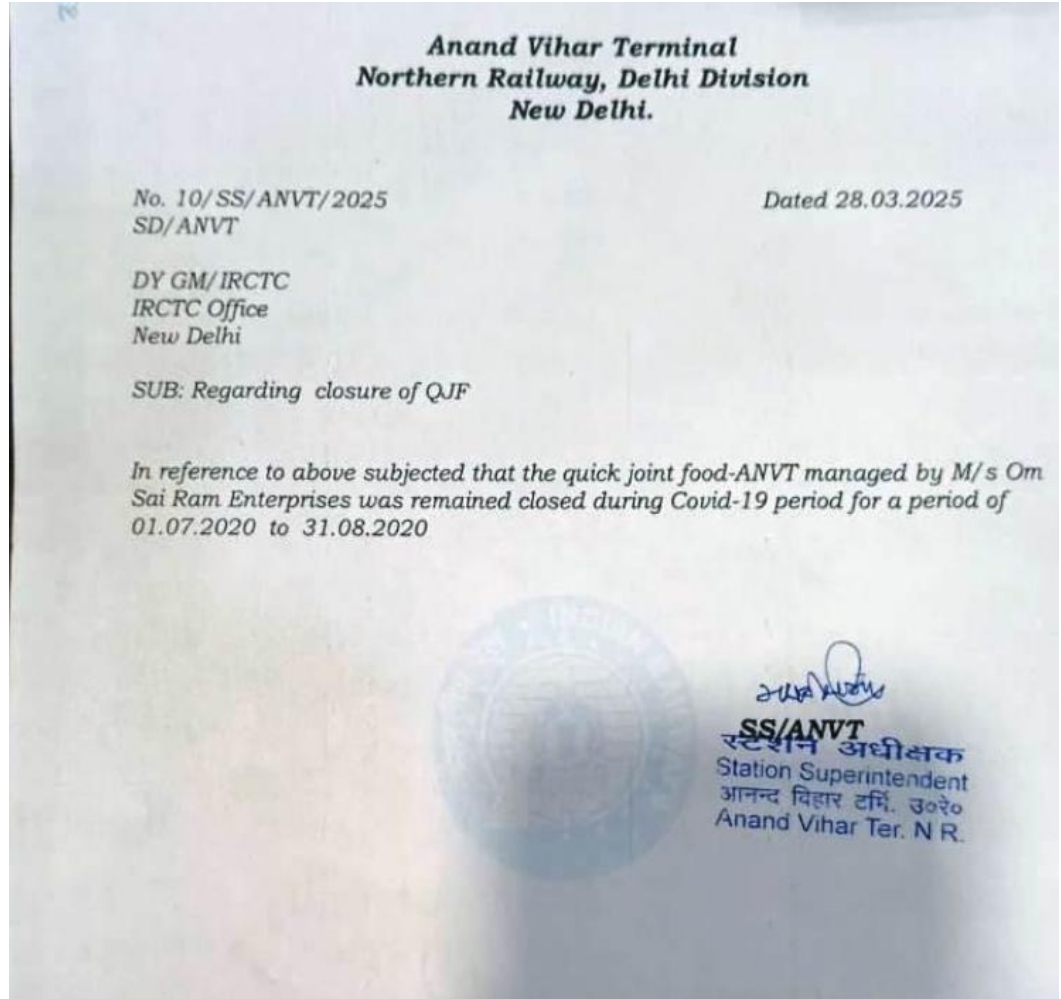
28. This Court notes the submissions made by learned counsel for the respondent that the extension of 71 days period as per Clause 8 of the Novation Agreement, has already been granted to the petitioner. Furthermore, besides this period of 71 days, a second extension was also



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granted to the petitioner on account of the letter dated 28<sup>th</sup> March, 2025 issued by the Station Superintendent, Anand Vihar, Northern Railway, which reads as under:



29. This Court notes that the factum of closure of petitioner's Quick Food Joint for the period from 01<sup>st</sup> July, 2020 to 31<sup>st</sup> August, 2020 was recorded in the aforesaid letter and it was on the basis of this letter that further extension has been granted to the petitioner *vide* separate letter dated 06<sup>th</sup> May, 2025, for a period from 06<sup>th</sup> May, 2025 to 05<sup>th</sup> July, 2025. The said





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letter dated 06<sup>th</sup> May, 2025, reads as under:

TRUE  
COPY  
IRCTC

इंडियन रेलवे कटरिंग एंड टूरिज्म कॉरपोरेशन लिमिटेड  
(भारत सरकार का उद्यम मनी रत्न)  
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.  
(A Govt. of India Enterprise-Mini Ratna)  
CIN: L74899DL1999GO1101707 Website: www.irctc.com, E-mail: info@irctc.com

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2022/IRCTC/NZ/OCS/QFJ-2/ANVT

Date: 06.05.2025

M/s Om Sai Ram Enterprises,  
217, Ghee Mandi,  
Paharganj,  
New Delhi -110055.  
E-mail: [omsairamenterpriases434@gmail.com](mailto:omsairamenterpriases434@gmail.com)

ANNEXURE P-8

Sub: - Request for extension of COVID period of QFJ at Anand Vihar Railway Station.

Ref: CO vide letter no. 2024/IRCTC/CO/QFJ/ANVT dated 06.05.2025.

Reference above, CO vide letter has been accorded the approval for extension of the tenure of contract for corresponding period i.e. 02 months.

In view of the above, you are directed to re-open the unit for commencement of the operation of the unit for a period of 02 months i.e. 06.05.2025 to 05.07.2025. Further, you are also directed to deposit advance license fee at earliest.

  
AGM/SCS

Copy to:

1. GGM/NZ: - For kind information please.
2. Station Director/ANVT: - For kind information please.
3. JGM/DA: - For information & necessary action, please.
4. SO/ANVT: - For information & necessary action.

30. This Court further takes note of the submission of learned counsel for the respondent that the Policy Letter dated 04<sup>th</sup> October, 2021 is not applicable to the petitioner. 'Clause g' of the said Policy, as relied upon by the respondent, reads as under:

"License fee

xxx xxx xxx

g. The above methodology of calculating the license fee and fixation of



*tenure will be applicable on following contracts.*

*i. All contracts finalized before 23.03.2020.*

*ii. All contracts/tenders floated after 23.03.2020 with relaxation clauses.*

*xxx xxx xxx”*

31. This Court notes the submission of the petitioner that the Policy Letter dated 04<sup>th</sup> October, 2021 of the respondent is applicable for extension beyond *dies non* period on the basis of residual period only to those contracts which have been finalized with the respondent before 23<sup>rd</sup> March, 2020. Thus, since the contract of the petitioner was initially with the predecessor of the respondent and not with the respondent, therefore, the said Policy Letter dated 04<sup>th</sup> October, 2021 is not applicable to the petitioner.

32. On a pointed query of this Court from the petitioner, nothing has been brought forth before this Court to substantiate that the said Policy Letter dated 04<sup>th</sup> October, 2021, shall be applicable to the petitioner, as well.

33. This Court notes that the Novation Agreement between the parties is very clear to the extent that the parties had arrived at an understanding that the petitioner was entitled to 71 days of extension in terms of Clause 8 of the Novation Agreement, as noted hereinabove. The contention of the petitioner that since Clause 8 of the Novation Agreement did not contain the term ‘only’ before 71 days, the petitioner would be entitled to further extension, cannot be accepted.

34. Once the petitioner has already signed the Novation Agreement and has not disputed the same, it is binding on the petitioner and there cannot be any occasion for this Court, to grant any extension to the petitioner beyond



what has been agreed by the petitioner in the Novation Agreement executed with the respondent.

35. Further, this Court notes that there is also an Arbitration Clause present in the Novation Agreement between the petitioner and the respondent, which reads as under:

“xxx xxx xxx

*(vii) Every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof, including any disputes which may arise under the Old Transaction between the Transferor and “Licensee or Remaining Party”, or the Transferee and the Remaining Party, shall be referred to the sole arbitration of any person appointed by the “Transferee” and the decision of such arbitral tribunal shall be final and binding on the parties. The seat and venue of the arbitration proceedings be at New Delhi, India, provided that where the arbitrator is not appointed as per this Clause within 30 days of the reference of the dispute to arbitration, such arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time.*

xxx xxx xxx”

36. In view of the aforesaid discussion, no merit is found in the present petition.

37. Accordingly, the present petition, along with the pending application, is dismissed.

**MINI PUSHKARNA, J**

**JULY 3, 2025/au/sn**