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

% **Date of Decision: 26.08.2025**

+ W.P.(C) 12948/2025, CM APPL. 52900/2025, CM APPL. 52901/2025 & CM APPL. 52902/2025

M/S SUNSHINE CATERERS PRIVATE LIMITEDPetitioner
Through: Mr. Sanjoy Ghose, Sr. Adv. with Mr. Jitender Mehta, Mr. Lalit Kumar, Mr. Abhinav Kumar and Mr. Mohit Garg, Advs.

versus

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED & ORS.Respondents
Through: Ms. Manisha Singh, Mr. George P., Mr. Prakarsh Kumar, Mr. Anurag Jain, Mr. Kanav Khatana and Ms. Jyoti Singh, Advs. for R-1

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

% **ORDER**
26.08.2025

1. The present writ petition has been filed on behalf of the petitioner seeking directions to the respondents to extend the benefit of license period of seven months to the petitioner in parity with the extension as granted to the static units by this Court by various orders.
2. Learned Senior Counsel appearing for the petitioner draws the attention of this Court to the letter dated 10th December, 2021 issued by respondent no. 1, to submit that the petitioner was granted a revised balanced tenure of the contract for provision of on-board catering services in



Train No. 12009-12010 MMCT-ADI Shatabdi Express, on account of the fact that the services being rendered by the petitioner were adversely affected during Covid-19 period.

3. He, thus, submits that the petitioner does not seek as such extension of the contract, but only a limited benefit for the purposes of winding up the business and recouping the losses. Therefore, the petitioner may be granted extension of time for a period of seven months for the said purpose.

4. *Per contra*, learned counsel appearing for the respondents submits that the petitioner had been initially granted a contract by way of the Letter of Award dated 25th October, 2013. She submits that after expiry of the first contract, the said contract was subsequently renewed with effect from 11th December, 2018 to 10th December, 2023.

5. She submits that since the services were suspended during the Covid-19 period, an extension has already been granted to the petitioner till 28th August, 2025, and hence there is no occasion for the respondents to grant any further extension.

6. She further submits that the petitioner cannot seek any parity with the static units, as the terms of the license given to the static units are completely different from the catering services, which are provided on a mobile train, as in the case of the petitioner.

7. Having heard learned counsel appearing for the parties, this Court notes that *vide* letter dated 10th December, 2021, the petitioner has already been granted a revised balanced tenure on account of Covid-19. The letter dated 10th December, 2021, reads as under:



2025:DHC:7427



इंडियन रेलवे कैंटरिंग एण्ड टूरिज्म कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम - मिनी रत्न)

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Govt. of India Undertaking - Mini Ratna) CIN : L74899DL1999GOI101707

पश्चिम क्षेत्र कार्यालय : 2री मंजिल, नया प्रशासनिक भवन, मध्य रेल, छविट, मुंबई-400001

West Zone Office: 2nd floor, New Administrative Building, Central Railway, CSMT, Mumbai-400 001.

दूरभाष Tel. 022-22618061-64, 54925(Rly) फेक्स Fax: 22618066, E-mail: ggmmumbai@irctc.com

No. IRCTC/WZ/Catg./2017/12009-10 MMCT-ADI Shatabdi Exp.

Date:- 10/12/2021

M/s Sunshine Caterers Pvt. Ltd.
401, Safalva Building, Near Jaigopal Industries,
Baburao Parulkar Marg, Dadar- West,
Mumbai - 400028.

ANNEXURE - P111

Sub:- Provision of On Board Catering Services in Train no. 12009-10 MMCT-ADI Shatabdi
Exp. (Post Resumption of service of Cooked Food alongwith RTE)

Ref:- 1) IRCTC/CO letter no. 2021/IRCTC/Catg./MCS/Resumption of Cooked Food dt.
25.11.2021.

2) IRCTC/CO letter no. 2019/IRCTC/Catg./SBD/12009-10 dt. 11.11.2019.

Reference above, IRCTC had extended the SBD contract for operation, management & supply of catering service in Train no. 12009-10 Shatabdi Exp. for a period of 05 years w.e.f 11.12.2018 to 10.12.2023. The services were discontinued due to cancellation of regular trains services w.e.f 22.03.2020 by Indian Railways vide Order no. DTP/2020/03/23 dt. 22.03.2020.

IRCTC/CO vide letter dt. 25.11.2021 has advised for resumption of On Board Catering Services (with cooked food alongwith RTE) in SBD contracts.

The revised balance tenure of the contract for Provision of On Board Catering Services in Train no. 12009-10 MMCT-ADI Shatabdi Exp. (Post Resumption of service of Cooked Food alongwith RTE) is w.e.f 10.12.2021 to 28.08.2025.

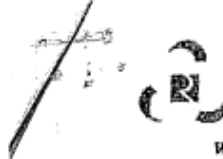
You are hereby advised to deposit the License Fee at West Zone alongwith the undertaking in prescribed format enclosed herewith. The details of LF and Security Deposit payable at WZ is as follows:-

Sr. no.	Particulars	Amount (Rs.)
1	LF for the period of 06 months (10.12.2021 to 09.06.2022)	1,69,29,578/-
2	GST @ 18%	30,47,324/-
3	Total LF payable	1,99,76,901/-
4	Less LF of Pre-Covid Period available at WZ	1,99,76,901/-
5	Total LF payable at WZ (3-4)	Nil
6	Security Deposit @ 3% of the Contract Value of balance operational period	37,79,238/-
7	Less SD available at WZ	10,15,775/-
8	Balance Security Deposit @ 3% of the Balance Contract Period payable at WZ (6-7)	27,63,464/-

पश्चिम क्षेत्र कार्यालय : 2री मंजिल, नया प्रशासनिक भवन, मध्य रेल, छविट, मुंबई-400001 10/12/2021
West Zone Office: 2nd floor, New Administrative Building, Central Railway, CST, Mumbai - 400 001.
Tel. 022-22618062-64, 54925 (Rly), Website: www.irctc.co.in / www.irctctourism.com , E-mail: rd.wz@irctc.com



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इंडियन रेलवे कैटरिंग एंड टूरिज्म कॉर्पोरेशन लिमिटेड
(भारत सरकार का उद्यम - मिनी रत्न)

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You are hereby advised that, Security Deposit should be deposited at West Zone with immediate effect and License Fee should be deposited at West Zone, within 30 days of commencement of services i.e before 09.01.2022. The Security Deposit shall be submitted in form of Performance Bank Guarantee (PBG) in the name of IRCTC. The validity of the PBG shall be for six months more than the renewed period of contract.

Bank Account Details are as follows:-

Account Name	Indian Railways Catering and Tourism Corporation Ltd.
Account Number	00600310003749
Account Type	Current
Bank Name	HDFC Bank
Branch	Fort, Mumbai
IFSC code	HDFC00000060
	** Cheques will not be accepted.

This is for your kind information and necessary action, please.

Rajesh Bhattacharya
(R. Bhattacharya)
Manager (CS)
IRCTC/West Zone

पश्चिम क्षेत्र कार्यालय : 2^{री} मंजिल, नया प्रशासनिक भवन, मध्य रेल, सल्टिड, मुंबई - 400001
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8. Considering the submissions made before this Court, following directions are passed:

- i. The present writ petition shall be treated as a representation by the respondents.
- ii. At the time of considering the representation of the petitioner, an opportunity of hearing shall be granted to the petitioner, wherein, the petitioner shall appear through its authorized representative.
- iii. The representation of the petitioner shall be considered expeditiously, preferably, within a period of two weeks, from today.
- iv. A Speaking Order shall be passed on the representation of the petitioner, which shall be duly communicated to the petitioner.
- v. In case the petitioner is aggrieved by any Speaking Order passed by the respondents, the petitioner shall have liberty to seek its remedies, in accordance with law.
- iv. In case the representation of the petitioner is rejected, the respondents shall allow the petitioner to continue with providing the catering services in the train in question, till a new contractor takes over in terms of the tender floated by the respondents.

9. With the aforesaid directions, the present petition, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

AUGUST 26, 2025/KR