



2025:DHC:5833-DB



§~57

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ LPA 432/2025, CM APPL. 41463/2025, CM APPL. 41464/2025,  
CM APPL. 41465/2025 & CM APPL. 41466/2025

OM SAI RAM CATERING .....Appellant

Through: Mr. Jitender Mehta, Mr. Lalit  
Kumar, Mr. Shivam Pahal and Mr.  
Abhinav Kumar, Advocates

versus

INDIAN RAILWAY CATERING AND  
TOURISM CORPORATION LIMITED .....Respondent

Through: Ms. Shilpi Chowdhary and Mr.  
Amarkant Patel, Advocates

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***Date of Decision: 16.07.2025***

**CORAM:**  
**HON'BLE THE CHIEF JUSTICE**  
**HON'BLE MR. JUSTICE TUSHAR RAO GEDELA**

**J U D G E M E N T**

**TUSHAR RAO GEDELA, J: (ORAL)**

1. Present Letters Patent Appeal has been filed assailing the judgment dated 03.07.2025 (hereinafter referred as "*impugned judgment*") passed by the learned Single Judge in W.P(C) 7846/2025 titled "*M/s Om Sai Ram Catering vs. Indian Railway Catering and Tourism Corporation*", whereby the learned Single Judge has dismissed the underlying writ petition on the ground that the appellant is not entitled to the further extension of what has been agreed by the appellant in the Novation Agreement dated 21.03.2022 executed with the respondent.



2. Learned counsel appearing for the appellants seeks extension of time to vacate his stall as granted by this Court in various matters on the ground of parity. Unlike those matters, the present appeal seems to be different. In some of the matters, the Commercial Circular dated 27.02.2017 was the subject matter of the challenge, which was rejected by the learned Single Judge. The said decision was also upheld by the Division Bench of this Court *vide* an order dated 09.08.2024 passed in LPA being LPA No. 770/2024 titled "*M/s Veer & Company Graduate Partnership Concern & Anr. vs. Union of India & Ors.*". The said matters then travelled to the Hon'ble Supreme Court. However, *vide* an order dated 27.08.2024 passed in Special Leave Petition being SLP(C) No. 19229/2024 titled "*M/s S Veer & Company Graduate Partnership Concern & Anr. vs. Union of India & Ors.*", the Supreme Court also declined to interfere with the judgments passed by this Court, however, the Hon'ble Supreme Court granted further four months' time to the allottees to hand over their respective units.

3. The facts in the present case appear to be distinct from those on which learned counsel for appellant seeks to rely on those orders whereby this court as also the Hon'ble Supreme Court had extended time for vacation of the units for various periods, predicated on parity. In the present case, the facts reveal that the appellant had earlier entered into a License Agreement with the predecessor of the Respondent i.e. IRSDC and that the appellant had no contract with the respondent, and it is only on the basis of the Novation Agreement dated 21.03.2022 that the appellant has any contractual relations with the respondent.

4. Further, aforesaid Novation Agreement clearly notes that the extension of 71 days shall be given to the petitioner for the *dies non* period



due to COVID-19 pandemic. Therefore, once that period has ended there is no similarity *per se* in the present case with the other batches of appeal.

5. The learned Single Judge has succinctly held in the Impugned Judgment dated 03.07.2025 as under:

*“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 21st 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:*

*“xxxxxxxx*

*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-], 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 granted to the petitioner on account of the letter dated 28th March, 2025 issued by the Station Superintendent, Anand Vihar, Northern Railway, which reads as under:*



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**Anand Vihar Terminal  
Northern Railway, Delhi Division  
New Delhi**

No.10/SS/ANVT/2025  
SD/ANVT

Dated 28.03.2025

DY. GM/IRCTC  
IRCTC Office  
New Delhi

*SUB: Regarding closure of QJF  
In reference to above subjected that the quick joint food-  
ANVT managed by M/s. Om Sri Ram Enterprises was  
remained closed during Covid-19 period for a period of  
01.07.2020 to 31.08.2020*

*Sd/-  
SS/ANVT  
Station Superintendent  
Anand Vihar Ter. N.R.”*

*29. This Court notes that the factum of closure of petitioner's Quick Food Joint for the period from 01st July, 2020 to 31st 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 06th May, 2025 to 05th July, 2025. The said letter dated 06th May, 2025, reads as under:*

*“INDIAN RAILWAY CATERING AND TOURISM CORPORATION  
LTD.  
(A Govt. of India Enterprise- Mini Ratna)  
CIN: 1,74899DL1999GOI101707 Website: [www.irctc.com](http://www.irctc.com) E-mail:  
[infoa.irctc.com](mailto:infoa.irctc.com)*

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: [omsairamenterprisess434@gmail.com](mailto:omsairamenterprisess434@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.

Sd/-  
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 04th 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 04th 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 rd 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 04th 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 04th 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.”*

6. There is no manner of doubt that the learned Single Judge has found as a fact that the policy letter dated 04.10.2021 is only applicable to those contracts which have been finalized by the respondent before 23.03.2020. It was also observed that the contract of the appellant was initially with the predecessor of the respondent and not the respondent itself and thus, the said policy was found not to be applicable to the appellant. Moreover, it appears from the impugned judgment that the appellant on a query was unable to satisfy as to how the policy dated 04.10.2021 is applicable to the appellant as well. Bearing in mind the factual matrix examined by the learned Single Judge and having reached a firm conclusion that such policy is not applicable to the appellant, we are unable to appreciate as to on what grounds the appellant impugns the judgment dated 03.07.2025.

7. We also observe that the ground of parity and reliance on other judgments now referred to in the present appeal, were apparently neither taken nor relied upon before the learned Single Judge so as to provide an



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opportunity to the learned Single Judge to appreciate the said contention. Therefore, even on this score, we find the appeal unmerited.

8. In view of the aforesaid, the present appeal is hereby dismissed. Pending applications, if any, also stand disposed of.

**TUSHAR RAO GEDELA, J**

**DEVENDRA KUMAR UPADHYAYA, CJ**

**JULY 16, 2025/rl**