



2026:DHC:8926



\$~60 to 62

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

# **CNR No. DLHC010471632026**

+ O.M.P.(I) (COMM.) 453/2026 & I.A. 27227/2026

BRANDAVAN FOOD PRODUCTS

.....Petitioner

Through: Mr. Manish Sharma, Senior Advocate, Mr. Vijay Kaundal, Mr. Nitish Kant Sharma, Ms Sapna Jha, Mr. Ninad Dogra, Ms Adya Rao, Mr. Shashank Mishra, Advs.

versus

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED & ORS.

.....Respondents

Through: Mr Santosh Kumar Rout, SC for Respondent Bank.  
Mr. Pratima N. Lakra, CGSC,  
Ms. Mahika Bisht, Adv. for R2 & R3.

61.

# **CNR No. DLHC010471642026**

+ O.M.P.(I) (COMM.) 454/2026 & I.A. 27228/2026

BRANDAVAN FOOD PRODUCTS

.....Petitioner

Through: Mr. Manish Sharma, Senior Advocate, Mr. Vijay Kaundal, Mr. Nitish Kant Sharma, Ms Sapna Jha, Mr. Ninad Dogra, Ms Adya Rao, Mr. Shashank Mishra, Advs.

versus

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED & ORS.

.....Respondents

Through: Mr. Santosh Kumar Rout, SC for Respondent Bank.

62.

# **CNR No. DLHC010471652026**

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+ O.M.P.(I) (COMM.) 455/2026

SATYAM CATERERS PRIVATE LIMITED .....Petitioner

Through: Mr. Manish Sharma, Senior Advocate, Mr. Vijay Kaundal, Mr. Nitish Kant Sharma, Ms Sapna Jha, Mr. Ninad Dogra, Ms Adya Rao, Mr. Shashank Mishra, Advs.

versus

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD. & ORS. ....Respondents

Through: Mr. Santosh Kumar Rout, SC for Respondent Bank.

**CORAM:**

**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA**

**JUDGMENT(ORAL)**

**07.10.2026**

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1. The parties are *ad idem* with respect to the reference of the disputes to arbitration.

2. In the present cases, there is no dispute with regard to the existence of a valid arbitration clause between the parties. Thus, this court finds no impediment in appointing a sole arbitrator.

3. Accordingly, Ms. Shilpa Ohri, Advocate (Mob. No. 9871900539) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within three weeks from today.

4. The learned Sole Arbitrator will proceed to the arbitration

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proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Arbitration and Conciliation Act, 1996<sup>1</sup> within three weeks of entering reference.

5. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

6. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

7. It is clarified that the observations made herein are only for the purpose of deciding the present petition. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

8. The Registry is directed to send a receipt of this order to Ms. Shilpa Ohri, learned Arbitrator through all permissible modes including email.

9. Upon constitution of Arbitral Tribunal, the present Section 9 petitions shall be treated as Section 17 application and the Arbitrator shall decide the same as expeditiously as possible.

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10. Accordingly, the present petitions are disposed of in the above terms. Pending application(s), if any, also stand disposed of.

**OM PRAKASH SHUKLA, J**

**OCTOBER 7, 2026/at**

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