



2026:DHC:5566



\$~25

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

+ **O.M.P.(I) (COMM.) 268/2026**

M/S BRANDAVAN FOOD PRODUCTSPetitioner

Through: Mr. Manish Sharma, Sr. Adv.
with Mr. Vijay Kaundal and
Mr. Nitish Kant Sharma, Advs.

versus

**INDIAN RAILWAY CATERING AND
TOURISM CORPORATION LTD.**Respondent

Through: Mr. Saurav Agrawal, Ms. Kiran
Devrani and Mr. Parmeet
Singh, Advs.
Ms. Pratima N. Lakra, CGSC
with Ms. Indu Uttara and Mr.
Shailendra Kumar Mishra,
Advs. for R- 2 and 3.

CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT (ORAL)

% **10.07.2026**

**I.A. 17542/2026 (Exemption from filing true typed copies of
dim/single spaced documents)**

1. Allowed, subject to all just exceptions.
2. The application stands disposed of.

O.M.P.(I) (COMM.) 268/2026

3. The present petition has been filed under Section 9 of the



2026:DHC:5566



Arbitration and Conciliation Act, 1996¹ seeking interim protection against the Respondent's demand notice dated 03.12.2025.

4. The dispute in the present petition arose out of the license agreement dated 18.09.2023² executed between the Petitioner and the Respondent in respect of providing on-board catering services in Train No. 22435-36 Vande Bharat Express.

5. Mr. Manish Sharma, learned Senior Counsel for the Petitioner submits that the Respondent has raised illegal and contractually impermissible demand of Rs. 4,50,06,151/- by wrongly increasing concession fee after the train was augmented from 16 to 20 coaches.

6. It is the case of the Petitioner that the subject contract only permits variation of concession fee in a specific situation such as increase or decrease in the frequency of the train. However, there is no clause in the subject contract which allows the Respondent to increase the concession fee merely because the number of coaches increases.

7. Therefore, the Respondent's act of increasing annual concession fee from Rs.3,31,20,000/- to Rs.4,14,00,000/- is a unilateral modification of the contract.

8. Accordingly, the Petitioner seeks interim protection under Section 9 of the Act to restrain the Respondent from acting upon the

¹ "the Act" hereinafter



impugned demand notice dated 03.12.2025 and from making any consequential deduction or withholding.

9. The arbitration clause between the parties is reproduced as under:

“9. ARBITRATION

9.1 a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.

b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure— L. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.

c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.

In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from IRCTC’s empanelled Arbitrators. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.”

² “subject contract” hereinafter



2026:DHC:5566



10. Mr. Saurav Agrawal, learned Counsel for IRCTC/Respondent No.1 appears on advance notice.

11. After some arguments, the parties are *ad idem* that the disputes between the parties may be referred to arbitration by this court.

12. In this regard, learned Counsel for the Respondent submits that arbitration may be conducted under the aegis of Delhi International Arbitration Centre (DIAC).

13. Hence, this Court is of the view that since disputes have arisen between the parties, in the interest of justice, it is appropriate that an Arbitrator be appointed to adjudicate the disputes between the parties.

14. The approximate valuation of the suit is Rs. 4,50,06,151.

15. Accordingly, this Court requests Ms. Manisha Suri (Advocate) (Mob. No. 9810075174) to enter into reference to adjudicate the disputes between the parties.

16. As requested, the arbitration shall be carried under the rules and aegis of DIAC. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

17. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within two weeks of entering reference.



2026:DHC:5566



18. Needless to say, the parties further waive the requirement of issuance of a notice under Section 21 of the Act.

19. Registry is directed to send a receipt of this order to Ms. Manisha Suri, learned Arbitrator through all permissible modes including email.

20. Accordingly, the present petition is disposed of in the above terms.

21. As prayed for, the Petitioner is granted liberty to move an appropriate application under Section 17 of the Act before the learned Arbitrator.

22. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

23. The parties shall approach the learned arbitrator within two weeks from today.

OM PRAKASH SHUKLA, J

JULY 10, 2026

ab