

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA  
COMMERCIAL DIVISION  
ORIGINAL SIDE

AP-COM/466/2026  
[Old No.AP/47/2026]

ARAHA HOSPITALITY PVT LTD  
VS  
GROUP GENERAL MANAGER OF INDIAN RAILWAY CATERING AND  
TOURISM CORPORATION LTD AND ANR

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 15<sup>th</sup> July, 2026.

Appearance:

Mr. Priyankar Saha, Adv.  
Ms. Srijani Mukherjee, Adv.  
Mr. Lalratan Mondal, Adv.  
...for the petitioner

Mr. Sarosij Dasgupta, Adv.  
Ms. Afreen Begum, Adv.  
...for the respondent

The Court: The petitioner has filed the present application under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole Arbitrator to adjudicate the disputes and differences that have arisen between the parties under and in connection with the Catering Licence Agreement dated 21st May, 2014 relating to the provision of on-board catering services in Train Nos. 12871/12872 (Howrah–Titlagarh–Howrah Ispat Express).

Learned Counsel appearing for the petitioner submits that pursuant to a tender floated by the Indian Railway Catering and Tourism Corporation

Limited (IRCTC), the petitioner was awarded the catering licence for the aforesaid train for an initial period of five years. It is submitted that upon expiry of the original tenure, the licence was renewed for a further period of five years and was thereafter extended by the respondent for an additional period of two years with effect from 7th June, 2024 until 19th February, 2026.

Learned Counsel for the petitioner further submits that during the subsistence of the licence agreement, the train remained cancelled for a total period of 589 days, comprising 1,179 trips, during which the petitioner was unable to operate the catering services. It is submitted that despite the petitioner being prevented from rendering services on account of such cancellations, the petitioner continued to pay the licence fee for the entire contractual period in accordance with the terms of the agreement, thereby suffering substantial financial loss. According to the petitioner, in view of the prolonged cancellation of train services, he became entitled either to a corresponding extension of the licence period or to such other contractual reliefs as may be admissible under the agreement. It is further submitted that notwithstanding repeated representations made by the petitioner, the respondent failed to grant any extension of the licence period or otherwise compensate the petitioner for the loss occasioned by the cancelled operational days.

Learned Counsel for the petitioner further submits that the petitioner had earlier instituted proceedings under Section 9 of the Arbitration and Conciliation Act, 1996 before the City Civil Court at Calcutta, being Misc. Case No. 1556 of 2026, in which an interim order was passed restraining

the respondent from taking further steps pursuant to the fresh tender process, which was alleged to have been opened on 15th April, 2024. It is, however, submitted that the petitioner has now confined its claim exclusively to compensation and damages arising out of its inability to operate the catering services for 589 days during the currency of the licence agreement. Learned Counsel clarifies that the petitioner is no longer seeking any extension of the contractual period corresponding to the period during which the catering services could not be operated.

Learned Counsel appearing for the respondent submits that in view of the petitioner's statement restricting its claim solely to damages arising from its inability to operate the catering services for 589 days, and not seeking any extension of the contractual tenure, the respondent has no objection to the appointment of a sole Arbitrator. Learned Counsel further does not dispute the execution of the Catering Licence Agreement or the existence of the arbitration agreement contained therein and consents to the appointment of a sole Arbitrator to adjudicate the disputes and differences that have arisen between the parties.

In view of the same, this Court appoints Mr. Ritzu Ghosal, Senior Advocate (Mobile No. 9830211206) as the learned sole Arbitrator to adjudicate the disputes between the parties.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12(5) of the Arbitration and Conciliation Act, 1996.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

It is clarified that all questions relating to the arbitrability of the disputes, the admissibility of the claims, limitation, jurisdiction, and all other issues are left open to be urged before the learned Sole Arbitrator, who shall decide the same in accordance with law.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)

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