

**IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NOS.8245-8249/2026  
@ SLP (C) NOS.6191-6195/2026**

**SOUTHERN RAILWAY**

**APPELLANT**

**VERSUS**

**BRANDEVAN FOOD PRODUCTS**

**RESPONDENT**

**O R D E R**

1. Heard Mr. Brijender Chahar, learned ASG appearing for the appellant, Mr. Navin Pahwa learned Senior Counsel alongwith Mr. Jasmeet Singh, learned AOR appearing for the respondent.
2. The appellant herein awarded Yatri Seva Anubandh (YSA) contract to the respondent for rendering onboard services on six Vande Bharat Trains, in respect of which disputes arose on the ground of there being recurring service failure based on KPI Scores which indicates they fell below the contractual benchmark and this led to termination of the contract by the appellant

through notice dated 30.05.2025. Being aggrieved by the same, the respondent herein filed an application under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "Act") alleging arbitrary KPI evaluation, excessive levy of penalty, delayed communication of quarterly KPI ratings, *mala fides* and breach of natural justice before issuing termination notice.

3. On the contrary, appellant - Railways relied on repeated food quality complaints, proper hygiene safety concerns, successive benchmark scores and public interest to justify the termination order.

4. The learned Single Judge vacated the interim protection which was granted by holding that termination was contractually permissible and also held that contractual losses even if any can be compensated and balance of convenience and public interest namely, the passengers' safety and the railway reputation was in favour of the Railways by order dated 14.10.2025. Being aggrieved by the same, OSA(CAD) No.108/2025 came to be filed by the respondent herein which was disposed of by appointing a Sole Arbitrator and restraining the railways that the YSA work shall not be permanently entrusted to any third-party during pendency of arbitration. Hence, the present

appeals by Railways.

5. This Court having noticed the longstanding relationship between the parties and there being various other contracts having been entrusted to the respondent - claimant, appointed Mr. R. Basant, learned Senior Counsel of this Court to mediate the dispute between the parties. On account of his strenuous efforts and unstinted cooperation extended by the learned Senior Counsels appearing for the parties, ably assisted by their respective counsels, parties were able to reach consensus on major issues as reported by Mr. R. Basant. However, on account of one of the arbitration between the parties being in the fag end of rendering an award, the Railways were not agreeable for the settlement being brought about in its entirety which according to them was on account of this technical glitch prevents them from resolving present dispute. However, the learned Mediator has submitted before this Court that Railways have in principle agreed for paying a sum of Rs.88,48,628/- to the respondent - Brandavan Food Products within fifteen days from the date of the settlement if any arrived at; he has also submitted that all disputes between the parties in relation to the agreement - LoA dated 15.04.2024 and the termination order dated 30.05.2025 / 14.10.2025 and all proceedings thereunder

would stand settled. It is also the statement of the learned Mediator that no further claims would be made by either of the parties against each other on the basis of aforesaid agreement and termination order.

6. On the aforesaid propositions and submissions made by the learned Mediator, Mr. Brijender Chahar, learned ASG, on instructions, submits that the Railways are agreeable for the said proposition.

7. Mr. Navin Pahwa, learned Senior Counsel, on instructions, from the learned counsel representing the respondent would also submit that respondent is also *ad idem* on this issue. In view of the submission made by Mr. Navin Pahwa, learned Senior Counsel appearing on behalf of the respondent - Brandavan Food Products, which is agreeing to put an end or quietus in view of the longstanding relationship with the Railways, we deem it proper to pass appropriate order.

8. In the light of the said submissions made, we have no hesitation to accept the same. However, the contentious issue between the parties which is with regard to the closure of the arbitration proceedings: AC No.01/2025, AC No.05/2025 and AC No.02/2026, and the learned Counsels appearing for both the parties are *ad idem* in respect of the two aforesaid arbitration

proceedings being withdrawn, namely, AC No.05/2025 and AC No.02/2026, it would not detain us for too long to accept their submissions which have been made on instructions that these two arbitrations would stand terminated and necessary memos or *pursis* would be filed before the respective Arbitral Tribunal, we record the same. However, with regard to AC No.01/2025 is concerned, it is the contention of Mr. Brijender Chahar, learned ASG that proceedings have virtually come to an end and the arguments have been concluded and matter has been reserved for passing of the award by the Arbitral Tribunal and as such it may not be feasible to conclude said proceedings at this stage cannot be accepted. As on date, there is no award that has been passed by the Tribunal in AC No.01/2025. The claimant would be the master of its ship, and would be entitled to navigate it in the manner they intend to, including its withdrawal at any stage if the claimant chooses to withdraw the proceedings which has been commenced by them, and they would be at liberty to do so. It is for this reason, Mr. Navin Pahwa, learned Senior Counsel appearing for the respondent, on instructions, submits that arbitration proceedings being AC No.01/2025 which has been initiated by respondent herein would be withdrawn and necessary memo or *pursis* should be filed before the Arbitral Tribunal for

withdrawing the said proceedings. We have no hesitation to hold that as to why the Arbitral Tribunal would not accept a memo if filed for withdrawal and close the proceedings in view of all other disputes between parties having come to end and the respondent herein is seeking withdrawal of all its claims in lieu of it receiving the amount offered by appellant. Undisputedly, in the said proceedings, i.e., AC No.01/2025, there is no counter-claim which has been raised by the railways. Thus, nothing further requires to be examined by the Arbitral Tribunal except to the extent of accepting the withdrawal memo that would be filed by respondent which is the claimant before Arbitral Tribunal and close the arbitral proceeding of AC No.01/2025.

9. In view of the above, the present appeals which assail the impugned judgment dated 18.11.2025 has to be disposed of and to put it differently, in view of the settlement arrived at, the respondent caterer would not have any claim whatsoever in respect of the contract referred to hereinabove against the Railways or vice-versa and thus, the consequential injunction that has been granted in faovur of the respondent against the appellant Railways, namely, directing them not to permanently entrust the YSA work to any other party would not survive or it

requires to be set aside and accordingly, it stands set aside and in view of the above, we direct the parties to bear their respective costs of these proceedings and all pending applications stand consigned to records.

10. Mr. Navin Pahwa, learned Senior Counsel appearing for the respondent would submit that necessary memo for withdrawal of the arbitration proceedings in all the aforesaid matters would be filed before the respective Arbitral Tribunal within a period of one week from today. His submission and undertaking is placed on record.

11. Immediately on orders being passed on the said withdrawal, the amount referred to herein supra Rs.88,48,628/- shall be transferred by the Railways to the account of the respondent - Brandavan Food Products expeditiously and at any rate within eight days from the date of such intimation being delivered to the Railways of the withdrawal of the arbitration proceedings. We request the respective Arbitral Tribunals to consign the arbitral proceedings or in other words close the same on such memos for withdrawal being filed.

12. This Court places on record the able services rendered by Mr. R. Basant, learned Senior Member of this Bar as Mediator and we have been informed by the learned Senior Counsels appearing

for the parties that despite fees being offered, he not only declined to accept the same but also made all efforts to resolve the dispute and break the impasse. The services rendered by the learned Mediator is highly appreciated and placed on record.

13. These Civil Appeals stand disposed of in view of the aforesaid terms.

14. Pending application(s), if any, shall also stand disposed of.

.....J.  
(ARAVIND KUMAR)

.....J.  
(PRASANNA B. VARALE)

NEW DELHI;  
MAY 27, 2026.

ITEM NO.38

COURT NO.15

SECTION XII

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s).6191-6195/2026

[Arising out of impugned final judgment and order dated 18-11-2025 in OSA (CAD) No. 108/2025 18-11-2025 in CMP No. 26139/2025 18-11-2025 in CMP No. 25753/2025 18-11-2025 in CMP No. 25756/2025 18-11-2025 in CMP No. 25759/2025 passed by the High Court of Judicature at Madras]

SOUTHERN RAILWAY

Petitioner(s)

VERSUS

BRANDEVAN FOOD PRODUCTS

Respondent(s)

IA No. 46178/2026 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

Date : 27-05-2026 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE ARAVIND KUMAR  
HON'BLE MR. JUSTICE PRASANNA B. VARALE

For Petitioner(s) : Mr. Brijender Chahar, A.S.G.  
Mr. Balendu Shekhar, Adv.  
Mr. Shashank Bajpai, Adv.  
Mr. Gaurav Arya, Adv.  
Mr. Adarsh Kumar Pandey, Adv.  
Mr. Amrish Kumar, AOR

For Respondent(s) : Mr. Navin Pahwa, Sr. Adv.  
Mr. Jasmeet Singh, AOR  
Mr. Akhilesh Kumar, Adv.  
Mr. Saif Ali, Adv.  
Mr. Pushpendra Singh Bhadoriya, Adv.  
Mr. Ajith Williyam, Adv.  
Mr. Vijay Sharma, Adv.  
Mr. Pranav Menon, Adv.  
Mr. Saurav, Adv.

**Mr. Mehul Pant, Adv.**

**UPON hearing the counsel the Court made the following  
O R D E R**

**Leave granted.**

**Civil Appeals are disposed of in terms of the signed order  
placed on the file.**

**Pending application(s), if any, shall stand disposed of.**

**(NEHA GUPTA)  
COURT MASTER (SH)**

**(AVGV RAMU)  
COURT MASTER (NSH)**