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

+ ARB.P. 242/2020 and I.As.5725/2020, I.A.5728/2020

ROYALE BLUE CLUB PRIVATE LTD Petitioner

Through: Mr. Shivanshu Kumar, Mr.
Sunil Kr. Gandhi, Mr. Dipender
Chauhan, Mr. Kunal Kumar and
Mr. Shobhit Chandra Sharma,
Advs.

versus

OYO HOTELS AND HOMES PRIVATE LTD Respondent

Through: Mr. Jayant Mehta, Adv.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

JUDGMENT (ORAL)

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30.07.2020

(Video-conferencing)

1. This petition and O.M.P.(I) (COMM) 189/2020 are cognate proceedings arising between the parties.

2. Arbitral disputes are stated to have arisen. The arbitration agreement between the parties, as contained in Article 10 of the Management Services Agreement, dated 30th August, 2019, reads thus:

**“ARTICLE 10: DISPUTE RESOLUTION AND
GOVERNING LAWS**

10.1 Arbitration: All disputes arising under this Agreement shall be resolved by a sole arbitrator mutually appointed by the parties, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. In case the parties fail to mutually appoint the sole arbitrator within 15 days from the date on which a notice to initiate resolution of a dispute through arbitration has been raised by a Party, the sole arbitrator shall be appointed the Delhi High Court. The seat of arbitration shall be New Delhi and the language shall be English.

10.2 Jurisdiction: Subject to foregoing courts at New Delhi shall have exclusive jurisdiction in all matters arising out of this Agreement.

10.3 Governing Law: This Agreement and any other Agreement between the parties shall be governed and construed in accordance with the laws of the Republic of India.”

3. It appears that, by following the procedure prescribed in the afore-extracted clause from the Management Services Agreement, the parties have not been able to arrive at a consensus, regarding the sole arbitrator to be appointed, to adjudicate on the disputes between them. It is averred, in the petition, that the petitioner wrote, to the respondent, on 30th May, 2019, invoking the afore-extracted arbitration clause and suggesting the names of certain retired Additional District Judges, for nomination as arbitrators. The respondent, apparently has not agreed.

4. As such, the machinery for arbitration, as provided in the Management Services Agreement has failed.

5. Before me, both learned Counsel submit, *ad idem*, that this Court may appoint any retired Additional District Judge/District Judge to be the sole arbitrator to arbitrate on the disputes between them.

6. In view thereof, I appoint Mr. G.P. Thareja, a highly respected retired Additional District & Sessions Judge, Delhi, (resident of D-201, Priyadarshini Vihar, Patparganj, New Delhi-110092, Mobile No. 9899664642) to arbitrate on the disputes between the parties. The learned sole arbitrator would be entitled to fees in accordance with the Fourth schedule to the Arbitration & Conciliation Act, 1996.

7. The parties may contact Mr. G.P. Thareja, at the telephone number provided hereinabove within 48 hours, so as to fix a schedule for the arbitration proceedings.

8. The learned sole arbitrator would also make the necessary disclosure, in accordance with Section 12 of the 1996 Act, within a period of one week from entering on the reference.

9. The petition stands disposed of accordingly.

I.A.5725/2020 and I.A.5728/2020 in ARB.P. 242/2020

In view of the disposal of Arb.P.242/2020, these applications are also stand disposed of.

C. HARI SHANKAR, J.

JULY 30, 2020/kr