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

% ***Date of decision: 17.12.2021***

+ **ARB.P. 127/2021**

OYO HOTELS AND HOMES PRIVATE LIMITED Petitioner

Through Mr. Vivek Gupta, Adv.

versus

**HOTEL BARKHA PVT. LTD. (AMAYARA
HOSPITALITY) & ANR. Respondents**

Through Mr. Inderpreet Singh Jaidka, Adv.

**CORAM:
HON'BLE MR. JUSTICE SURESH KUMAR KAIT**

J U D G M E N T (oral)

1. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of Sole Arbitrator to adjudicate the disputes with respondents in terms of Clause 14 of the Online terms and conditions, which was mentioned in Clause 15 and 16 of Marketing and Operational Consulting Agreements dated 25.11.2019.
2. As per the averments made in the present petition, petitioner is an incorporated Company, respondent No.1 is a hotel and respondent No.2 is Director/Authorised Representative of respondent No.1 and is running a hotel in the name Hotel Sheetal in Mahabaleshwar – 412806. Further,

respondents had approached the petitioner with a representation that respondents are in possession of a property named Hotel Sheetal which can be used on commercial purposes for hiring and letting. Based on the representations of the respondents, the petitioner and respondents entered into a Marketing and Operational Consulting Agreement dated 25.11.2019 by virtue of which petitioner was given the right to list the hotel of the respondents on its online platform and portal as part of the OYO Rooms property bearing OYO ID MBL017, in accordance with the agreed terms and conditions as part of the aforesaid Agreement. In terms of the said Agreement, the petitioner provided an advance amount to respondents towards the increased capital expenditure on the renovation and refurbishment works at the Hotel. It was agreed between the parties that the respondents shall repay the said amount through equated monthly installments to the petitioner and the respondent in this respect had issued cheques in favor of the petitioner. However, the aforementioned cheques, were dishonored by the respondents' bank citing various reasons. Thereafter disputes arose between the parties. According to petitioner, the respondents are indebted for an admitted outstanding amount of Rs. 11,17,226/-.

3. Learned counsel for petitioner submits that petitioner served with a

Legal Demand Notice dated 06.08.2020 to respondent for settling the pending disputes, within the prescribed period. However, respondents failed to respond to the same. Hence, the present petition has been filed.

4. During the course of hearing, learned counsel appearing for parties pressed that this Court may appoint Sole Arbitrator to adjudicate the dispute between the parties.

5. In view of the above and with the consent of parties, the present petition is allowed. Accordingly, **Mr. T.R. Naval, DHJS (Retd.) (Mobile: 9910384662)** is appointed sole Arbitrator to adjudicate the dispute between the parties.

6. The fee of the learned Arbitrator shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

7. The learned Arbitrator shall ensure compliance of Section 12 of Arbitration and Conciliation Act, 1996 before commencing the arbitration.

8. The present petition stands disposed of accordingly.

9. A copy of this order be sent to the learned Arbitrator for information.

(SURESH KUMAR KAIT)
JUDGE

DECEMBER 17, 2021
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