



2024:DHC:9367



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

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Date of Decision : 27.11.2024+ **ARB.P. 1698/2024****G4S SECURE SOLUTIONS INDIA PRIVATE LIMITED**

.....Petitioner

Through: Mr. Amitabh Chaturvedi, Mr. B.L.
Sannit and Ms. Rimjhim Suhani,
Advts.

versus

OYO HOTELS AND HOMES PVT LTD

.....Respondent

Through: Advocate (appearance not given)

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred as 'the A&C Act') seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties. These disputes stem from a agreement dated 16.09.2015. As per the agreement the petitioner was required to provide guarding services to the respondent at "OTPL, Oyo Rooms, 325, 3rd Floor, Tower B Spaze IT Park, Sector 49, Sohna Road, Gurgaon".

2. Subsequently, an addendum agreement dated 12.10.2018 (first addendum) was executed between the parties which amended certain terms of the agreement to incorporate GST provisions and expanded the scope of services to include guarding services at 25 different locations across India.



3. It is pertinent to mention that the agreement was entered between the petitioner and Oravel Travels Pvt. Ltd. However, on 18.11.2019, another addendum (second addendum) was executed between the parties, whereby the name of Oravel Travels Pvt. Ltd. in the original agreement was replaced with M/s Oravel Stays Pvt. Ltd. and the schedule of the said original agreement was substituted by the schedule given in the second addendum.

4. Thereafter, in terms of an order dated 26.09.2019 passed by the National Company Law Tribunal, Ahmedabad, the business operations of M/s Oravel Stays Pvt. Ltd. underwent a demerger. As a result, the respondent company assumed all rights, obligations, and liabilities of M/s Oravel Stays Pvt. Ltd. under the agreement. The same was communicated to the petitioner via a joint communication letter dated 15.10.2019, issued by both M/s Oravel Stays Pvt. Ltd and the respondent.

5. The arbitration clause in the agreement between the parties is in the following terms: -

“42. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorised representatives of the parties. However, if any such claim, dispute or difference cannot resolved through such joint discussions within thirty (30) days of the date of the notice then the matter shall be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the arbitration will be New Delhi. The decision of the arbitrator shall be final and binding on the parties.

43. This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts at Delhi.”



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6. The disputes between the parties arose when the respondent failed to clear the dues as per the invoices raised by the petitioner. Despite multiple reminders and communications, the respondent failed to perform its obligations under the agreement.

7. Consequently, the Petitioner was compelled to withdraw its guarding services and terminate the agreement with effect from 28.09.2021. Subsequently, a demand notice dated 15.09.2022 was sent to the respondent, requesting payment of the outstanding principal amount along with interest at the contractual rate of 2% per month. The respondent, however, denied its liability.

8. In light of the respondent's continued non-payment and denial of liability, the petitioner issued an arbitration invocation notice on 24.07.2024. However, the respondent in its reply dated 04.10.2024, rejected the proposed arbitrator and denied its liability under the agreement.

9. Therefore, the petitioner has approached this Court, through the present petition, seeking the appointment of a Sole Arbitrator to adjudicate the disputes.

10. Learned counsel for the respondent does not dispute existence of the arbitration agreement between the parties and accedes to appointment of an independent Sole Arbitrator to adjudicate the disputes between the parties.

11. Accordingly, Mr. Ashish Chauhan, Advocate (Mob. No.: +91 9999468603) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

12. The respondents shall be entitled to raise preliminary objections as regards jurisdiction/arbitrability, which shall be decided by the learned arbitrator, in accordance with law.



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13. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosures as required under Section 12 of the A&C Act.

14. The learned Sole Arbitrator shall be entitled to fee in accordance with Fourth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

16. Needless to say, nothing in this order shall be construed as an expression of this court on the merits of the case.

17. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 27, 2024/sv