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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 215/2025**
MYPREFERRED TRANSFORMATION AND HOSPITALITY PVT.
LTD.Petitioner

Through: Mr. Anant Aditya Patro, Mr. Samarth
Mehrotra, Mr. Santanu Kumar Patra, Advs.
versus

M/S IMANOL HOSPITALITYRespondent

Through: Ms. Vandana Kapoor, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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10.11.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the petitioner is a company engaged in the hospitality industry and has been engaged in the business of providing a global platform that empowers entrepreneurs and small businesses with hotels and homes by offering full-stack technology. The respondent approached the petitioner, claiming that the respondent is the lessee of the property "Old Mapple Leaf" situated at Plot No. 2, Sector 27, Gurgaon, Haryana ("**subject property**").
3. Subsequently, the parties entered into a Management Services Agreement dated 30.04.2024 ("**Agreement**"), granting the petitioner the right to list the subject property on its online platform and portal of the OYO Rooms property.



4. The said Agreement contains an arbitration clause being Article No. 8, which reads as under:

“ARTICLE 8: DISPUTE RESOLUTION AND GOVERNING LAWS

8.1 Any dispute, claim or controversy arising out of or in connection with the Agreement or its performance, including the validity, interpretation or application hereof, shall to the extent possible be settled amicably within 60 (sixty) days by negotiation and discussion among the Parties. Failing which, Parties shall have the right to refer such matter to arbitral tribunal consisting of arbitrator as mutually agreed in accordance with the Indian Arbitration and Conciliation Act, 1996. The provisions of this clause shall survive expiry or termination of this Agreement. The arbitration proceedings shall be conducted in English language and seat of arbitration shall be New Delhi and the courts at New Delhi shall have exclusive jurisdiction in all matters arising out of this Agreement.”

5. Since disputes arose between the parties, the petitioner invoked the arbitration vide legal notice dated 27.11.2024 and thereafter, filed the present petition.

6. The parties were referred to mediation and the matter was listed before Delhi High Court Mediation and Conciliation Centre. However, the parties have not been able to reach an amicable settlement and hence, the mediation has failed.

7. Ms. Kapoor, learned counsel for the respondent, states that she no objection to appointment of an Arbitrator.



8. I am satisfied that there is a valid arbitration clause and disputes between the parties which need to be adjudicated through arbitral mechanism.

9. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Shubha Yadav, Advocate (Mob. No. 9953280076) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the 1996 Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
10. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

NOVEMBER 10, 2025/AS