



\$~37 & 38

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

Date of decision: 17.10.2025

+ **O.M.P. (COMM) 414/2024 & I.A. 40232/2024**

M/S OYO HOTELS AND HOMES PRIVATE LTD & ANR.

.....Petitioner

Through:

versus

M/S ASHIANA MANUFACTURING INDIA LTD

.....Respondent

Through: Mr. Mayank Wadhwa, Ms. Muskan
Gupta, Advs.

38

+ **O.M.P. (COMM) 75/2025 & I.A. 3338/2025, I.A. 5935/2025**

ASHIANA MANUFACTURING INDIA LTD

.....Petitioner

Through: Mr. Mayank Wadhwa, Ms. Muskan
Gupta, Advs.

versus

OYO HOTELS AND HOMES PRIVATE LTD

.....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

: **JASMEET SINGH, J (ORAL)**

1. These are petitions filed under Section 34 of the Arbitration and Conciliation Act, 1997 seeking to set aside the arbitral Award dated 14.06.2024 passed by the Sole Arbitrator.



2. Both the parties have challenged the Award and state that they are amenable to having the Award set aside. They are also agreeable that the matter be remanded to a fresh arbitrator.
3. The Hon'ble Supreme Court in ***Mutha Construction v. Strategic Brand Solutions (I) Pvt. Ltd., SPL (C) No. 1105/2022*** vide Order dated 04.02.2022, observed as under:-

"2. The dispute arose between the parties. Both the parties were in arbitration before the learned Sole Arbitrator, a retired Judge of the Bombay High Court. The learned Arbitrator passed an award dated 17.01.2018. Being aggrieved by the award, the petitioner preferred the Commercial Arbitration Petition No.511 of 2018 under Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'). By Order dated 30.04.2019, the learned Single Judge by consent set aside the award and remanded the matter to the learned Sole Arbitrator to pass a fresh reasoned award. The petition under Section 34 of the Act therefore was disposed of accordingly.

...

8. Therefore, once it is held that the order dated 30.04.2019 was a consent order and the parties agreed to set aside the award and remand the matter to the Sole Arbitrator for a fresh reasoned award, the decisions relied upon by the learned counsel on behalf of the petitioner referred to hereinabove shall not be applicable and/or be of any assistance to the petitioner. The principle of law laid down by this Court in the aforesaid decisions would be applicable where the Appellate Court decides the application under Section 34 of the Act on merits. It is to be noted that even in a



case where the award is set aside under Section 34 of the Act on whatever the grounds which may be available under Section 34 of the Act, in that case the parties can still agree for the fresh arbitration may be by the same arbitrator. In the present case both the parties agreed to set aside the award and to remit the matter to the learned Sole Arbitrator for fresh reasoned Award. Therefore, once the order was passed by the learned Single Judge on consent, thereafter it was not open for the petitioner to contend that the matter may not be and/or ought not to have been remanded to the same sole arbitrator."

4. A perusal of the above reproduced paragraph shows that where both the parties agree to set aside the Award and remit the matter to a new Arbitrator, there is no impediment in doing so.
5. I have already taken a view that the Court with consent of both the parties can set aside the Arbitral Award and remand the matter to a new Arbitrator, in ***Central University of Jharkhand v. M/S Kings Furnishing and Safe Co., O.M.P. (COMM) 11/2023*** in Order dated 09.04.2024, in ***Sanjeev Kumar JHA v. PS Chaudhary, O.M.P. (COMM) 63/2019*** in Order dated 23.09.2024, in ***Telecommunications Consultants India Ltd. v. Heloise Construction Pvt. Ltd., O.M.P. (COMM) 349/2017*** in Order dated 18.07.2025 and in ***TAK Decor Pvt. Ltd. v. Cardio Fitness (India) Pvt. Ltd., O.M.P. (COMM) 74/2021*** in Order dated 04.08.2025.
6. In view of the above, with consent of the parties the Award dated 14.06.2024 is set aside and the parties are referred to fresh arbitration and the following directions are issued:-
 - i) Justice Sangita Dhingra Sehgal (Retd.) (Mob. No. 9717592061) is appointed as a Sole Arbitrator to adjudicate the disputes between the



- parties.
- ii) The arbitration will be held under the aegis 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 the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the 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.
7. It is also agreed by the parties that M/s Oyo Hotels and Homes Private Ltd. shall pay 75% of the costs of the arbitration and Ashiana Manufacturing India Ltd. shall pay 25 % of the costs.
8. The present petitions are allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 17, 2025/sp

(Corrected and released on 23.10.2025)