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

+ **O.M.P.(I) (COMM.) 161/2025**

OYO HOTELS AND HOMES PVT. LTD.Petitioner

Through: Mr. Sandeep Kr. Mahapatra with
Ms. Mrinmayee S. and Mr. Tribhuvan, Advocates.

versus

MR. SUBRAT KUMAR PANDARespondent

Through: Ms. Purnima Malik, Mr. Shivam
Malik and Mr. Nishant Kumar, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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08.09.2025

1. This petition is filed by the Petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking *inter alia* restraining the Respondent from taking coercive steps against the Petitioner including but not limited to termination of the Master Service Agreement.
2. Ms. Purnima Malik, learned counsel enters appearance on behalf of the Respondent.
3. It is submitted by learned counsel for the Petitioner that notice invoking arbitration has been sent to the Respondent and therefore, Court may appoint a Sole Arbitrator in this petition to adjudicate the disputes between the parties. Counsel for the Respondent, on instructions, has no objection to this course of action. Learned counsels also agree that a direction be issued to the Arbitrator to treat this petition as an application under Section 17 of the 1996 Act and till further orders by the Arbitrator, interim order passed by this Court on 07.05.2025 be continued.



4. Disputes having arisen between the parties under a Management Services Agreement dated 11.02.2025 relating to operation and functioning of a hotel located at Khata no. 17, Plot no. 358(p) Sipasurubuli, Puri, Odisha. Petitioner approach this Court for interim relief restraining the Respondent from taking coercive steps including termination of the agreement. By order dated 07.05.2025, Court restrained the Respondent from creating third party rights or interest in the subject premises since it was candidly submitted by the Petitioner that after filing of the petition and on service of advance copy, Respondent had taken forcible possession of the premises.

5. Petitioner has invoked arbitration clause 24 incorporating in the Master Services Agreement and as noted above parties agreed that Court may appoint the Sole Arbitrator in this petition so as to cut short further litigation for appointment of an Arbitrator.

6. Accordingly, with the consent of the parties, Mr. R.V. Sinha, Advocate (Mobile No. 9868230464) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

8. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.



9. As agreed between the parties, this petition will be treated as an application under Section 17 of the 1996 Act by the learned Arbitrator and decided accordingly. Interim order dated 07.05.2025 shall continue till further order passed by the Arbitrator, who will be at liberty to continue/vacate/vary or modify the interim order. It is made clear that subject to further order by the Arbitrator, Respondent will be at liberty to operate and run the subject premises *albeit* no third party rights will be created.
10. Digital records of the petition will be transmitted to the learned Arbitrator at the earliest.
11. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 8, 2025/shivam