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

+ **O.M.P.(I) (COMM.) 186/2025**

RAHUL KUMAR MISHRA

.....Petitioner

Through: Mr. Mayank Wadhwa, Mr. Abhishek Wadhwa, Ms. Muskan Gupta & Ms. Somya Gaurang, Advs.

versus

OYO HOTELS AND HOMES PVT. LTD & ANR.Respondents

Through: Mr. Sandeep Kumar Mahapatra, & Mr. Tribhuvan, Advs. for R-1.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

27.05.2025

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I.A. 12847/2025

1. Exemption is granted subject to all just exceptions.
2. The applicant(s) shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.
3. The application is disposed of.

O.M.P.(I) (COMM.) 186/2025

4. This is a petition filed under Section 9 (ii) (b) of the Arbitration and Conciliation Act, 1996 seeking the following prayers:-
 - a. *Grant injunction restraining the Respondents from further illegal action, unauthorised occupation or interference*



with the Petitioner's management and operational rights over the subject property,

b. Direct the Respondents not to further violate any of the terms and conditions of the Operations Agreement dated 29.11.2024.

5. In the present case, the petitioner and the respondent No. 1 entered into an Operation Agreement dated 29.11.2024 for Hotel property situated at Ck 40/12 Ghuranigali Bansphatak Road, Varanasi, India – 221001 under the Brand Name of 'Hotel Raghubeer Temple'. The property consists of Ground plus 05 Floors, 19 contracted rooms along with kitchen and a terrace.
6. The Agreement contains arbitration clause as Clause No. 3 and Clause No. 30 of the Appendix.
7. Clause No. 3 of the said Agreement reads as under:-

“Section 3 DISPUTE RESOLUTION

1. This Agreement and any dispute arising thereunder shall be construed and enforced In accordance with the laws of India. Any issues, dispute, claim or controversy arising out of or In connection with this Agreement or its performance, ("Dispute"), shall to the extent possible be settled amicably by negotiation and discussion among the Parties. Failing such an amicable settlement within 30 days from the receipt of a written notice the dispute shall be referred to arbitration under the Arbitration and Conciliation Act as amended from time to time. Such arbitration shall be conducted by a sole arbitrator mutually appointed by the



Parties. The arbitration shall be conducted In English through online mode. The juridical seat and venue of arbitration shall be online and the courts of New Delhi shall have exclusive jurisdiction to preside on matters arising hereunder.

2. The arbitral award shall be in writing, final and binding on the Parties. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and are subject to the final award being passed by the arbitrator I.e. both the parties shall share the cost jointly during the conduct of the arbitration proceedings with respect to the administrative charges and arbitrator fees. However, the arbitrator shall have the discretion to order costs i.e. passing a cost award in favour of the successful party along with the final award.”

8. Clause 30 of the Appendix reads as under:-

30. GOVERNING LAW AND DISPUTE RESOLUTION

30.1. This Agreement and any dispute arising thereunder shall be construed and enforced in accordance with the laws of India. Any issues, dispute, claim or controversy arising out of or in connection with this Agreement or its performance, ('Dispute'), shall to the extent possible be settled amicably by negotiation and discussion among the Parties. Failing such an amicable settlement within 30 days from the receipt of a written notice the dispute shall be referred to arbitration under the Arbitration and



Conciliation Act as amended from time to time. Such arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. The arbitration shall be conducted in English through online mode. The juridical seal and venue of arbitration shall be online and the courts of New Delhi shall have exclusive jurisdiction to preside on matter arising hereunder.

30.2. The arbitral award shall be in writing, final and binding on the Parties. The parties shall be responsible to bear their respective costs and expenses In relation to any such arbitration proceeding and are subject to the final award being passed by the arbitrator i.e. both the parties shall share the cost jointly during the conduct or the arbitration proceedings with respect to the administrative charges and arbitrator fees. However, the arbitrator shall have the discretion to order costs i.e. passing a cost award in favour of the successful party along with the final award.”

9. The respondent No. 1 terminated the Contract on 03.04.2025.
10. When the matter came up for hearing before this Court on 20.05.2025, the parties were directed to maintain *status quo* existing on 20.05.2025.
11. Admittedly, the petitioner is not in possession of the above stated property and the same is in the control of respondent No. 2.
12. For the said reasons, the petition has become infructuous and is accordingly disposed of leaving all rights and contentions of the parties open.



13. Reply handed over in Court today is taken on record.

JASMEET SINGH, J

MAY 27, 2025/*pk*

Click here to check corrigendum, if any