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

+ **O.M.P.(I) (COMM.) 185/2025**

RAHUL KUMAR MISHRA

.....Petitioner

Through: Mr.Mayank Wadhwa, Mr.Abhishek
Wadhwa, Ms.Somyaa Gurung and
Mr.Digvijay Singh, Advocates

versus

OYO HOTELS AND HOMES PVT. LTD & ANR.....Respondents

Through: Mr.Sandeep K.Mahapatra and
Mr.Tribhuvan, Advocates

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

29.05.2025

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1. This is a petition filed under section 9 of Arbitration and Conciliation Act, 1996, seeking injunction against the respondents from taking illegal action and unauthorized occupation in the Petitioner's management and operational rights over the property in question.
2. The facts are that the petitioner entered into an Operations Agreement dated 09.12.2024 with the respondent No.1 for operating and managing hotel property situated at Monja Pongalpur, Pargana Dehat Amanat, Varanasi-221011, comprising Ground plus Five floors and 45 contracted rooms. The said agreement was valid for a period of five years.
3. The said Agreement contained an arbitration clause being Section 3 which 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.”*

4. Clause 30 of the Appendix regarding disputes resolution 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 seat and venue of arbitration shall be online and the courts of New Delhi shall have exclusive jurisdiction to preside on matters 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 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.”

5. As per the respondent, there were material breaches of the said Agreement by the petitioner and hence, the respondent No. 1 terminated the said Agreement on 03.04.2025. Hence, the present petition.
6. 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.
7. The matter was adjourned for today for the parties to obtain



instructions with regard to the possession of the property. Admittedly, the possession of the property described above is with the respondents and hence, the petition has become infructuous and is not pressed.

8. For the said reasons, the petition is accordingly disposed of leaving all rights and contentions of the parties open.

9. The petitioner is at liberty to initiate arbitration proceedings in accordance with the arbitration clause and the same shall be adjudicated on its own merit uninfluenced by any observation made above.

JASMEET SINGH, J

MAY 29, 2025

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[Click here to check corrigendum, if any](#)