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

+ **O.M.P.(I) (COMM.) 197/2025**

Date of Decision: **15.07.2025**

IN THE MATTER OF:

**MYPREFERRED TRANSFORMATION AND HOSPITALITY
PVT. LTD.**

..... PETITIONER

Through: Mr. Diptiman Acharyya, Advocate.

Versus

RAHUL MALHOTRA

.... RESPONDENT

Through: None.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The petitioner, vide the instant petition prays for the following reliefs:-

"a) this Hon' ble Court may kindly be pleased to pass necessary directions restraining the respondent from entering, operating, or dealing in any other manner with the property in question, i.e., M-36 Shahid Rajguru Marg, Block M, Vikaspuri, Delhi, India-11 00 18;

b) this Hon'ble Court may kindly be pleased to pass necessary directions restraining the respondent from representing to third persons himself, to be operating the property in question, i.e., M-36 Shahid Rajguru Marg, Block M, Vikaspuri, Delhi, India-110018;



c) this Hon'ble Court may kindly be pleased to pass necessary directions directing the Respondent to immediately vacate the subject property in accordance with the termination of the Operations Agreement dated 22.07.2022 and to hand over keys, etc., of the property in question, i.e., M-36 Shahid Rajguru Marg, Block M, Vikaspuri, Delhi, India-11 0018 to the Petitioner;

d) grant an injunction restraining the Respondent from any further unauthorized occupation or interference with the Petitioner's management and operational rights over the subject property;"

2. On 26.05.2025, the Court had directed for issuance of notice. Learned counsel for the petitioner submits that he has filed the affidavit of service, and according to him, the service was effected through email. He also contends that on 03.07.2025, Ms. Gargi Sharma, learned counsel, appeared on behalf of the respondent and sought an adjournment in the matter.

3. Today, the matter has been called twice. However, no one appears on behalf of the respondent.

4. Under these circumstances, learned counsel for the petitioner submits that, looking at the nature of the urgency involved herein, the same may be decided.

5. The facts of the case would indicate that the petitioner and respondent had entered into an Operations Agreement dated 22.07.2024. Under the aforementioned agreement, the respondent was engaged to operate Hotel-36 West Inn situated at M-36, Shahid Rajguru Marg, Block M, Vikaspuri, Delhi, India-110018.

6. Learned counsel for the petitioner further submits that the said hotel was being managed by the petitioner under the Management Services



Agreement dated 30.07.2024, which was executed between the owner of the hotel, namely Viridi Chand Chauhan, and the petitioner. He also submits that the respondent failed to adhere to the terms and conditions of the Operations Agreement dated 22.07.2024, which has resulted in the issuance of a breach and cure notice by the petitioner to the respondent on 20.01.2025.

7. Learned counsel for the petitioner further submits that despite the said breach and cure notice, the respondent neither cured the breach nor has taken any curative steps. Therefore, according to him, the petitioner was compelled to issue a termination notice dated 08.02.2025, whereby, the petitioner has terminated the Operations Agreement dated 22.07.2024.

8. Subsequent thereto, the petitioner has approached this Court by way of the instant petition.

9. Learned counsel for the petitioner also places reliance on an order dated 28.04.2025 passed by this Court in O.M.P. (I) (COMM.) 108/2025 titled as '***Oyo Hotels and Homes Private Limited vs. Rahul Malhotra***'. He further submits that a similar controversy was involved in that matter.

10. According to him, in the case of ***Oyo Hotels and Homes Private Limited***, the Court had appointed an Arbitrator and had directed that the application under Section 9 of the Arbitration and Conciliation Act, 1996 (the Act) be treated as an application under Section 17 of the Act.

11. I have heard learned counsel for the petitioner and have also perused the record.



12. The Court takes note of Clause 30 of the Operations Agreement dated 22.07.2024, which reads as under:-

“30. GOVERNING LAW AND DISPUTE RESOLUTION

30.1 This Agreement and any shall be construed and enforced in accordance with the laws of India.

30.2 Any dispute, claim or controversy arising out of or in connection with this Agreement or its performance, including the validity, interpretation or application hereof {"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 till date. Such arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. The arbitration shall be conducted in English. The juridical seat and value of arbitration shall be Delhi and the courts of New Delhi shall have exclusive jurisdiction for any applications arising out of the arbitration.

30.3 The award shall be in writing and 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.”

13. The facts of the case, as stated hereinabove, would clearly indicate that a dispute has arisen between the parties.

14. In view of the aforesaid circumstances, the Court finds that during the pendency of the arbitration proceedings, the rights of the petitioner will have to be protected.



15. The Court, however, noticed that the relief sought in the instant case is to restrain the respondent from entering, operating or dealing in any manner with the property in question; and from representing to a third person to be operating the said property. Additionally, the petitioner also prays for vacation as well as possession of the said property.

16. The aforesaid reliefs, since, tantamount to grant of the final relief, therefore, at this stage, it is apposite to direct that the instant petition shall be treated to be an application under Section 17 of the Act.

17. Therefore, keeping in mind the nature of the controversy and the arbitration clause which already subsists between the parties, it would be appropriate to appoint an Arbitrator to deal with the main aspects as well as an application under Section 17 of the Act.

18. Under the aforesaid circumstances, the Court appoints Mr. Shantanu Sharma, Advocate (*Mobile +91-9755922222, Email-shantanusharma862@gmail.com*) as the sole Arbitrator.

19. The petitioner shall approach the Arbitrator within a period of one week from today.

20. The Arbitrator shall decide the application within a period of three weeks from the date of receipt of the reference.

21. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the



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Schedule of Fees maintained by the DIAC.

22. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

23. The registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

24. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

25. The petition stands disposed of in the aforesaid terms.

PURUSHAINDRA KUMAR KAURAV, J

JULY 15, 2025

Nc/mj