



2025:DHC:6553



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

+ **O.M.P.(I) (COMM.) 206/2025**

Date of Decision: **28.07.2025**

IN THE MATTER OF:

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

THROUGH ITS AUTHORIZED REPRESENTATIVE
HAVING IT REGISTERED OFFICE AT 4TH FLOOR, SPAZE
PALAZO,
SECTOR-69, GOLF COURSE EXTN. ROAD,
GURUGRAM-122002

..... PETITIONER

Through: Mr.Sandeep Kumar Mahapatra,
Advocate.

Versus

MRS. SUMAN DEVI
W/O SH. NARENDER KUMAR

MRS. SUSHMA BHATI
W/O SH. SACHIN BHATI

MR. NARENDER KUMAR
S/O SH. VED RAM

ALL AT:
R/O 329-F, POCKET-2,
MAYUR VIHAR PHASE-I,
DELHI-110091

.... RESPONDENTS



Through: Mr. Deepak Tanwar, Advocate.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (the 1996 Act) by the petitioner, seeking following reliefs:-

- “a) Direct the Respondents to maintain status-quo in respect of the subject property being Plot no. 42B, Block-A, Sector-104, Noida, Uttar Pradesh-201301, pending final adjudication of the present proceedings;*
- b) Restrain the Respondents, their agents, servants, or any other persons claiming through or under them, from creating any thirdparty rights or effecting any change in the nature, character, or possession of the subject property i.e. Plot no. 42B, Block-A, Sector-104, Noida, Uttar Pradesh-201301, pending final adjudication of the present proceedings;*
- c) Direct the Respondent to maintain status-quo for performance of the MSA for operation and functioning of the subject premises;*
- d) Pass ex-parte ad-interim orders in respect of the aforesaid prayer (a to c), being operative till the final disposal of the present petition; and*
- e) Pass such other further orders as this Hon'ble Court may deem & appropriate in the facts & circumstances of the present case as also in the interest of justice.”*

2. The petitioner, *Mypreferred Transformation and Hospitality Pvt. Ltd.*, is a duly incorporated company under the Companies Act, 2013, and is authorised to institute the present proceedings by virtue of a Board Resolution and Letter of Authority dated 01.04.2025. The petitioner respectfully submits that it had initially entered into a Master Services Agreement (MSA) dated 18.01.2024 with respondent No.3, who is the sole and absolute owner of the subject property situated at Plot No. 42B, Block-A, Sector-104, Noida, Uttar Pradesh-201301. The said MSA was executed



for the purpose of operating and managing the property under the brand name “OYO Townhouse Sec 104”. It is submitted that due to certain inaccuracies in the description of the subject property in the original MSA, the parties entered into a Mutual Termination and Settlement Agreement dated 10.10.2024, wherein the correct property details were recorded and the previously paid business advance of Rs.10,00,000/- was restructured into a Business Advance of Rs.4,00,000/- and an Interest-Free Refundable Security Deposit (IFRSD) of Rs. 6,00,000/-. Pursuant thereto, a fresh MSA dated 10.10.2024 was executed.

3. It is the case of the petitioner that, despite having duly fulfilled all its obligations under the MSA, the respondents have consistently breached the contractual terms. The petitioner contends that, as per the MSA, the subject property was to be handed over on 25.03.2024; however, the same was handed over only on 31.08.2024, and that too directly to the Operator, bypassing the petitioner. Notwithstanding the delay and deviation from the agreed terms, the petitioner, in good faith and in the interest of ensuring business continuity, accepted the handover.

4. The petitioner further asserts that the MSA expressly stipulated a 9-year term, with a 3-year lock-in period binding both parties, during which unilateral termination was expressly prohibited. However, the respondents are stated to have failed to meet several material obligations under the agreement, including, but not limited to, the provision of a DG set as required under Schedule B of the MSA.

5. It is further contended that, despite repeated written and verbal communications from the petitioner, and even the respondents' own verbal



assurance to adjust the generator costs against rent, the respondents instead issued threats of termination and eviction. This ultimately culminated in the unlawful and forcible dispossession of the petitioner from the subject property on 18.05.2025 an act which, according to the petitioner, not only contravened the terms of the MSA but also disregarded the respondents' continuing breaches of their contractual obligations.

6. On 29.05.2025, the Court had directed for issuance of notice to the respondents and pursuant thereto, on 18.07.2025, Mr. Deepak Tanwar, learned counsel, entered appearance on behalf of the respondents. The Court observed that there appeared to be a possibility of amicable settlement between the parties and therefore, the matter was adjourned for today i.e. 28.07.2025.

7. Today, when the matter was called out, learned counsel appeared on behalf of the respondents and after making brief submissions, submitted that he had no objection if the Court, in the instant proceedings itself, appointed an Arbitrator to adjudicate the disputes which have arisen between the parties.

8. I have heard learned counsel for the parties and also perused the record.

9. The Court takes note of Clause 11 of the Management Services Agreement dated 18.01.2024, which reads as under:-

“ARTICLE 11: DISPUTE RESOLUTION AND GOVERNING LAWS

11.1 Arbitration: Any disput, difference, issue or claim arising out of this Agreement and the obligations thereunder (“Dispute”) shall be resolved through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Parties agree that the Dispute



shall be adjudicated by a mutually appointed single arbitrator. The arbitration proceedings shall be conducted in English language and seat of arbitration shall be New Delhi.

11.2 Jurisdiction: subject to foregoing courts at New Delhi shall have exclusive jurisdiction in all matters arising out of this Agreement.

11.3 Governing Law : This Agreement and any other agreement between the Parties shall be governed and construed in accordance with the laws of the India.”

9. 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.

10. 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.

11. Under the aforesaid circumstances, the Court appoints Mr. Justice Rajul Bhargava (Retd.) (Mobile No.- +91 9839053626, e-mail id-rajulbhargava18@gmail.com) as the sole Arbitrator.

12. 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 Schedule of Fees maintained by the DIAC.

13. 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.

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

15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator



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on their merits, in accordance with law.

16. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let the copy of the said order be sent to the Arbitrator through the electronic mode as well.

17. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

JULY 28, 2025

Nc/sph