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

+ **O.M.P.(I) (COMM.) 265/2025**

XENIOUS HOSPITALITY PRIVATE LIMITEDPetitioner

Through: Mr. Ranjeet Mishra, Mr. Tanishq
Sharma, Advs.

versus

UREST GREEN HOMES PRIVATE LIMITEDRespondent

Through: Mr. Ankit Jain , Sr. Adv., Shantwanu
Singh, Milandeep Singh, Pragya
Singh, Akshay Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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09.10.2025

1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking the following prayers against the respondent:

“A. Restrain the Respondent from creating any third-party interest, encumbrance, lease, or licence in respect of the hotel premises known as "Hotel Royal Oasis", Dharamshala, Himachal Pradesh, pending conclusion of arbitration proceedings;

B. Direct the Respondent to maintain status quo in relation to the said premises;

C. Declare the termination of the Agreement by the Respondent vide its reply dated 23.06.2025 as void and null being not in accordance with the terms of the Agreement dated 06.08.2024;

D. Direct the Respondent to refund the sum of Rs. 8,00,000/-



deposited by the Petitioner as security deposit;”

2. The brief facts are that the petitioner company entered into a Lease Agreement dated 06.08.2024 with the respondent to run a hotel by the name and style of “Hotel Royal Oasis” situated in Mohal Chakban Gharoh, Tehsil Dharamshala, District Kangra, Himachal Pradesh. The said Lease Agreement was for a period of 12 years with a lock in period of 3 years.
3. Under the said Lease Agreement, the respondent was required to hand over possession of the hotel premises along with furnishing and facilities as specified in Annexure A attached to the said Lease Agreement, within a period of one month which commenced from 01.10.2024.
4. Mr. Mishra, learned counsel for the petitioner, states that even though the petitioner is in possession, the complete possession in accordance with the lease deed has not been handed over to the petitioner till date. Additionally, the petitioner has deposited the sum of Rs. 8 lakhs with the respondent towards security deposit.
5. Mr. Jain, the learned counsel for the respondent, states that the without paying lease rent during the pendency of arbitration proceedings, the balance of convenience requires that if the petitioner seeks to continue to be in the possession of the leased premises then he should pay the monthly lease rent to Respondent along with the arrears of lease or it should hand over possession of the leased premises to the lessor, as unregistered leased deed has been legally terminated in accordance with the provisions of Transfer of Property Act, 1882.
6. I have heard learned counsel for the parties.
7. In the present case, the lease deed executed between the petitioner and the respondent is an unregistered deed and at best the status of the petitioner



is that of a month to month tenant. The terms of the lease cannot be read as evidence. The respondent has already terminated the lease *vide* legal notice dated 23.06.2025.

8. The petitioner being a tenant cannot seek injunction against the landlord from creating third party rights or encumbrances in the enjoyment of the said property. Here in the present case, undoubtedly, the respondent is the owner of the said property.

9. For the said reasons, I am of the view that the petition is devoid of any merit and deserves to be rejected.

10. The petition is dismissed and the interim orders are vacated.

JASMEET SINGH, J

OCTOBER 9, 2025/DM