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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1201/2025**
EQUINOX HOSPITALITY PVT LTDPetitioner

Through: Mr. Sonal Anand, Ms. Surbhi Singh,
Advvs.

versus

SATYADEO HOSPITALITY PVT LTDRespondent

Through: Mr. Nitish Sharma, Ms. Sajal
Manchanda, Advvs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **13.10.2025**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are the respondent executed a Lease Deed dated 14.08.2019 with the petitioner *vide* which the petitioner took on lease the Royal Tulip Kufri, Hotel for a period of 8 years and 9 months to run and manage the same.
3. The said Lease Deed contains an arbitration clause being Clause No. 18, which reads as under:-

“18. DISPUTE RESOLUTION

18.1 Any dispute in respect of all or any of the provisions of this Agreement shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The number of arbitrators shall be 3



(three), or whom the Lessee and the Lessor shall appoint one arbitrator each. The 2 (two) arbitrators so appointed shall appoint the 3rd (third) arbitrator. The arbitral award shall be final and binding on the Parties. The place of arbitration shall be New Delhi and the language used shall be English.”

4. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 07.03.2025 and thereafter, filed the present petition.
5. Ms. Singh, learned counsel for the petitioner states that the petitioner will serve a fresh notice appointing the petitioner's nominee Arbitrator.
6. Mr. Sharma, learned counsel for the respondent states that the arbitration clause contemplates an Arbitral Tribunal of 3 members and the respondent has already appointed its nominee Arbitrator.
7. Both the nominee Arbitrators so appointed by the parties, shall appoint the Presiding Arbitrator. In case there is no consensus reached upon regarding the appointment of the Presiding Arbitrator, the petitioner will be at liberty to file a fresh petition for appointment of the Presiding Arbitrator.
8. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 13, 2025/AS