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

+ ARB.P. 1223/2025

NIKHIL BHALLA

.....Petitioner

Through: Ms. Ashna Bhagat, Adv. and Mr.
Aviral Chandra, Adv.

versus

ORAVEL STAYS PRIVATE LIMITED

.....Respondent

Through: Mr. Acharya, Adv. (Appearance not
given)

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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08.10.2025

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 facts are that the petitioner is engaged in providing hotel services and the respondent is a social media application company. The parties entered into a Marketing and Operational Consulting Agreement dated 27.07.2018 to list the petitioner's hotel on the digital platform of the respondent and the respondent had to provide the petitioner a benchmark revenue starting from July 2018 till July 2019. The said Agreement was amended on 16.09.2018 and further amended on 28.11.2018. The parties are governed by the online terms and conditions forming a part of the said Agreement.
3. The terms and conditions of the said Agreement contain an arbitration clause being Clause No. 14 which reads as under:

"14. JURISDICTION

If any dispute shall arise between the Parties hereto concerning the



construction interpretation or application of any of the provisions of the Terms & Conditions, such dispute shall be referred to the arbitration of a single arbitrator to be appointed by Parties. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in New Delhi.

Any failure, delay or forbearance on the part of OYO in: (i) exercising any right, power or privilege under this Agreement; or (ii) enforcing terms of this Agreement, shall not operate as a waiver thereof, nor shall any single or partial exercise by OYO of any right, power or privilege preclude any other future exercise or enforcement thereof.

The Parties hereto agree that each of the provisions contained in this Agreement shall be severable, and the unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision(s) or of the remainder of this Agreement.

The courts in New Delhi shall have exclusive jurisdiction to settle any disputes between the Parties under this Agreement.”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 22.08.2024 and thereafter filed the present petition.
5. Mr. Acharya, learned counsel for the respondent, has no objection to the appointment of an Arbitrator.
6. I am satisfied that there is a valid arbitration clause between the parties and there are disputes which need to be settled through the arbitral



mechanism.

7. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Ms. Sukhbeer Kour Bajwa (Adv) (Mob. No. 9818040158) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

8. The petition is disposed of with the aforesaid terms.

JASMEET SINGH, J

OCTOBER 8, 2025/DM