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

+ **ARB.P. 1337/2025**

**OYO HOTELS AND HOMES PRIVATE
LIMITED**

.....Petitioner

Through: Ms. Meenakshi Vimal, Advocate.

versus

RAMALINGAM PALANIMUTHU

.....Respondent

Through: Mr. Dhaval Sudhir Bhatt, Mr.
Damandeep Bhalla, Mr. Paritosh
Tomar & Ms. Surabhi Sharma,
Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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17.12.2025

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ('Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Master Service Agreement ('Agreement') dated 23rd December, 2024 for the operation of the hotel premises of the respondent by the petitioner company.
2. Counsel for the petitioner submits that the aforesaid Agreement contains an arbitration clause *i.e.* Clause 20, which provides for adjudication of disputes arising between the parties by way of arbitration. For ease of reference, Clause 20 of the aforesaid Agreement is set out below:

"20. Dispute Resolution. Any dispute, claim or controversy arising out of or in connection with the Agreement or its performance, including the validity, interpretation or application hereof, shall to the extent



*possible be settled amicably within 60 (sixty) days by negotiation and discussion among the Parties. Failing which, **Parties shall have the right to refer such matter to arbitral tribunal consisting of sole arbitrator in accordance with the Indian Arbitration and Conciliation Act, 1996, which will be governed by DIAC Rules and the arbitration proceedings shall be conducted in English language. The place of Arbitration shall be online.** The courts of Chennai shall have jurisdictions for all other purpose.”*

3. When the petition came up for hearing before this Court on 1st September, 2025, the following issues were flagged by this Court:-

- i. The arbitration clause does not provide for a seat of arbitration.
- ii. None of the parties reside or carry out business in Delhi.
- iii. The arbitration clause provides for the arbitration proceedings to be conducted online.
- iv. The aforesaid Agreement containing the arbitration clause has been executed in Chennai.

4. Pursuant to the said order, an additional affidavit was filed on behalf of the petitioner in which reliance has been placed on Rule 23.1 of the Delhi International Arbitration Centre (DIAC) (Arbitration Proceedings) Rules, 2018, which provides as under:

“23.1 The parties may agree on the seat of arbitration. Failing such an agreement, the seat of arbitration shall be New Delhi.”

5. Counsel appears on behalf of respondent and submits that this Court does not have the jurisdiction to entertain the present petition as in terms of Clause 20, the jurisdiction has been vested to the Court in Chennai. He submits that since the respondent is based out of Tamil Nadu; Delhi would not be a convenient forum.

6. A perusal of the clause 20 as set out above would show that the parties had agreed to refer to arbitration under the Rules of DIAC.



7. Rule 23.1 of the Delhi International Arbitration Centre (DIAC) (Arbitration Proceedings) Rules, 2018 clearly provides that in case the seat of arbitration is not provided in the agreement, the seat would be Delhi.
8. Clearly, clause 20 does not provide for a seat of Arbitration.
9. Therefore, in my considered view, in terms of Rule 23.1 of the Delhi International Arbitration Centre (DIAC) (Arbitration Proceedings) Rules, 2018, the seat of Arbitration would be New Delhi.
10. Insofar as submissions of the respondent is concerned that it would be inconvenient for the respondent to appear in arbitration proceedings in Delhi, the Arbitration Clause itself takes care of this concern by providing that parties can appear online in the arbitration proceedings.
11. Accordingly, the case is made out by the petitioner for appointment of an Arbitrator.
12. In view of the above, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator.
13. Mr. Rohan Jaitley (Mobile No.: +91-9810477411/ 9958757777) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
14. The following directions are issued in this regard:
 - a. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
 - b. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - c. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the



parties are given liberty to file an appropriate application before this Court.

d. The parties shall approach the Arbitrator within two (2) weeks from today.

15. Unless it is agreed otherwise by the parties, all hearing in the arbitration proceedings shall be conducted online.

16. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

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

18. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

DECEMBER 17, 2025
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