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

+ ARB.P. 1611/2025

OYO HOTELS AND HOMES PRIVATE LIMITEDPetitioner

Through: Ms. Meenakshi Vimal, Advocate

versus

VAISHNAVI NIGAM

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **28.11.2025**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of the Operations Agreement dated 21st October, 2024 (hereinafter 'Agreement').

2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, i.e. Clause 30.2, which provides for adjudication of disputes arising between the parties by way of arbitration. For ease of reference, Clause 30.2 of the Agreement is set out below:

"Any dispute, claim or controversy arising out of or in connection with this Agreement or its performance, including the validity, interpretation or application hereof ("Dispute"), shall to the extent possible be settled amicably by negotiation and discussion among the Parties. Failing such an amicable settlement within 30 days from the receipt of a written notice, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act as amended till date. Such arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. The arbitration shall be conducted in English. The juridical seat and venue of arbitration shall be Delhi and the courts of New Delhi shall have exclusive jurisdiction for any applications arising out of the arbitration."



3. Counsel for the petitioner further submits that since there were disputes between the parties, the petitioner sent a notice dated 23rd July, 2025 to the respondent invoking the aforesaid arbitration clause under Section 21 of the Act.

4. Since the respondent failed to reply to the aforesaid notice, the petitioner has been constrained to approach this Court by way of the present petition.

5. Notice in the present petition was issued on 10th October, 2025.

6. As per the report of the Registry, the respondent has been served through email. An affidavit of service has also been filed on behalf of the petitioner in terms of which the respondent has been served through email.

7. None appears on behalf of the respondent despite service.

8. Accordingly, the dispute between the parties arising out of the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator.

The following directions are issued in this regard:

- i. Mr. Harsh Jain, Advocate (Mob. No. +91 9811500559) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. 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.
- iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- iv. The parties shall approach the Arbitrator within two (2) weeks



from today.

9. 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 objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

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

11. 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

NOVEMBER 28, 2025/neha