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

+ **ARB.P. 209/2026**

**MYPREFERRED TRANSFORMATION AND HOSPITALITY
PRIVATE LTD.**

.....Petitioner

Through: Ms. Meenakshi Vimal and Ms. Riya
Sagar, Advocates
Mob: 7827453470
Email: docs.10pm@gmail.com

versus

PRATIMA PATRA

.....Respondent

Through: None.

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

ORDER

13.04.2026

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1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a Sole Arbitrator, for adjudication of disputes between the parties, arising out of the Management Services Agreement ("MSA") dated 18th November, 2024, entered between the parties.
2. None appears for the respondent, despite service.
3. Learned counsel appearing for the petitioner submits that the petitioner and the respondent executed the MSA, for the operation and management of a property admeasuring 2400 sq. feet, and identified as *BLR3636*, situated at *Site No. 21D* and *Site No. 21E*, formed out of *Property No. 110/2*, situated at *Kodathi Village, Varthur Hobli, Bangalore East Taluk, Karnataka*, which operates under the brand name "*Hotel Blissful*



Stay”.

4. She submits that under the MSA, the respondent being the proprietor of the property in question, was under an obligation to hand over peaceful, vacant and complete possession of the same to the petitioner, on or before 18th December, 2024. However, the respondent failed to do so.

5. She further submits that in terms of Clause 4 of the MSA, the petitioner had deposited an Interest-Free Refundable Security Deposit of Rs. 10,00,000/- (Rupees Ten Lacs Only) with the respondent. The respondent had to refund the same to the petitioner in two installments, in the last two months of the lock-in period, and the last month of the MSA, respectively. In case of delay in refund of the security deposit, the petitioner would be entitled to interest at the rate of 18% p.a. Further, in terms of Clause 5 of the MSA, the petitioner also paid a business advance of Rs. 15,00,000/- (Rupees Fifteen Lacs Only) to the petitioner.

6. Learned counsel appearing for the petitioner submits that despite the petitioner fulfilling its payment obligations under the MSA, the respondent failed to handover 8 rooms in the property in question, in accordance with the agreed standards and amenities as required under Schedules A, B and D of the MSA.

7. Consequently, the petitioner was constrained to issue a Breach and Cure Notice dated 12th March, 2025, and subsequently, a Termination Notice dated 17th March, 2025, thereby terminating the MSA and seeking refund of the amounts paid by the petitioner, along with interest.

8. Learned counsel appearing for the petitioner submits that despite repeated communications, the respondent has failed to respond, and has continued to unlawfully withhold the said amounts.



9. She submits that the MSA dated 18th November, 2024 contains an Arbitration Clause, i.e., Clause 21. She further draws the attention of this Court to *Document-6*, attached with the present petition, which is a Notice dated 06th November, 2025, whereby, the petitioner invoked the Arbitration Clause, i.e., Clause 21 as per Section 21 of the Arbitration Act.

10. She submits that despite the receipt of the Notice dated 06th November, 2025, the respondent failed to consent to the appointment of the Sole Arbitrator. Hence, the present petition came to be filed.

11. This Court notes that the proof of service of the Notice dated 06th November, 2025, invoking arbitration had not been placed on record earlier. Today, learned counsel appearing for the petitioner has handed over to this Court, the document which shows that the said Notice was served upon the respondent, by way of an E-mail dated 06th November, 2025.

12. The said proof of service through E-mail, is taken on record.

13. This Court notes that the MSA dated 18th November, 2024, entered into between the parties contains an Arbitration Clause, i.e., Clause 21, which reads as under:

“xxx xxx xxx

21. **Dispute Resolution.** All dispute shall 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 arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. This Agreement shall be governed by Laws of India and courts at New Delhi shall have the exclusive jurisdiction to preside on matters arising hereunder. The provisions of this clause shall survive expiry or termination of this Agreement. The arbitration proceedings shall be conducted in English and seat of arbitration shall be New Delhi.

xxx xxx xxx”

14. Considering the aforesaid, this Court finds that there is a valid Arbitration Clause between the parties, as per which, the seat of arbitration is in New Delhi.

15. Further, this Court is satisfied that there are disputes between the



parties, which are to be decided by way of Arbitration, in terms of the MSA between the parties. The Notice dated 06th November, 2025 invoking arbitration along with proof of service, has been placed before this Court. Accordingly, this Court finds no impediment in appointing an Arbitrator.

16. This Court records the statement of learned counsel appearing for the petitioner that they have a claim of approximately Rs. 40,00,000/- (Rupees Forty Lacs Only).

17. At this stage, learned counsel appearing for the petitioner submits that the arbitration be conducted under the aegis of the Delhi International Arbitration Centre (“DIAC”).

18. Accordingly, considering the submissions made before this Court, the following directions are issued:

- i) Mr. Virender Mehta, Advocate, (Mob: +91- 9811151865) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- 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 Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator’s appointment on that Count, the parties are given liberty to file an appropriate application before this Court.
- v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.



- vi) 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.
- vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.
19. Accordingly, the present petition is disposed of in the aforesaid terms.
20. The Registry is directed to send a copy of this order to the learned Arbitrator, as well as, the Secretary, DIAC, for information and compliance.

MINI PUSHKARNA, J

APRIL 13, 2026/SK