



2026:DHC:4463



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IN THE HIGH COURT OF DELHI AT NEW DELHI**Date of decision: 19.05.2026**

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O.M.P.(I) (COMM.) 168/2026

OYO HOTELS AND HOMES PVT LTD

.....Petitioner

Through: Mr. Sandeep Kumar Mahapatra,
Ms. Mrinmayee Sahu, Mr.
Sugam Kumar Jha, Mr.
Sreedass K.P, Mr. Tribhuvan
and Mr. Raghav Tandon,
Advocates.

versus

GOLDEN SMILE HOSPITALITY LLPRespondent

Through: Ms. Alpana Pandey, Advocate

CORAM:**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR****ORDER****19.05.2026**

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1. The present Petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking the following reliefs:

“a) Restrain the Respondent from interfering/disrupting the operation and functioning of the Hotel Property located at Ground Floor, Mahadev Enclave, Plot No. 1, 100 Feet Road, opposite Historia Royal Hotel, New Bhupaipura, pahada, Udaipur, Rajasthan-313001;

b) Restrain the Respondent from creating impediments in the ingress and egress of the Petitioner/its representatives/ agents/ assigns etc. to the Hotel Property located at Ground Floor, Mahadev Enclave, Plot No. 1, 100 Feet Road, opposite Historia Royal Hotel, New Bhupaipura, Pahada, Udaipur, Rajasthan-313001;



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- c) Restrain the Respondent from creating any third-party rights upon the Hotel Property located at Ground Floor, Mahadev Enclave, Plot No. 1, 100 Feet Road, opposite Historia Royal Hotel, New Bhupaipura, Pahada, Udaipur, Rajasthan-313001;
- d) Pass *ex-parte* ad-interim orders in respect of the aforesaid prayers (a & c) being operative till the final disposal of the present petition; and
- e) Pass such other further orders as this Hon 'ble Court may deem & appropriate in the facts & circumstances of the present case as also in the interest of justice.”

2. After advancing some arguments, learned counsel appearing on behalf of parties, on instructions, submit that they are *ad idem* that the disputes, as between the parties, may be referred to be adjudicated by arbitration in terms of the Arbitration clause instead of adjudication of the present Petition on merits.

3. The disputes that are stated to have arisen *inter se* the parties germinate from the Master Service Agreement dated 29.11.2024. The said Master Service Agreement contains an arbitration clause being Clause 20, which reads as under:

“20. 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.”

4. Further, the learned counsel for the parties also submit that they are *ad idem* that the present Petition, under Section 9 of the Act, may be treated as an Application under Section 17 of the Act, and



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consequently be adjudicated upon by the learned Sole Arbitrator, so appointed.

5. This Court is of the considered view that since the parties have mutually consented to adjudication of disputes by way of Arbitration and, further, are *ad idem* to the appointment of a Sole Arbitrator, the commencement of arbitral proceedings ought not be unduly delayed.

6. Accordingly, the statutory requirement of issuance of a formal Notice under Section 21 of the Act, as well as filing a separate Application under Section 11 of the Act, for appointment of an Arbitrator, is dispensed with.

7. The material on record reflects that the underlying value of the dispute is stated to be approximately Rs. 3 Crores.

8. Accordingly, this Court hereby appoints **Ms. Neelima Tripathi, Senior Advocate (Mobile No. [REDACTED])**, as the Sole Arbitrator and requests her to enter upon the reference and adjudicate the disputes *inter se* the parties.

9. Further, the present Petition under Section 9 of the Act shall be treated as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Sole Arbitrator upon entering reference.

10. The learned Sole Arbitrator is requested to consider the aforesaid Application under Section 17 of the Act as expeditiously as possible.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within one (01)



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week of entering the reference.

12. The Registry is directed to forward a copy of this Order to the learned Sole Arbitrator through all permissible modes, including electronic mode.

13. The learned Sole Arbitrator shall be entitled to a fee in accordance with the Schedule IV of the Act or as may be agreed between the parties and the learned Arbitrator.

14. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.

15. Needless to state, nothing in this Order shall be construed as an expression of opinion of this Court on the merits of the controversy.

16. Accordingly, the present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 19, 2026/v/va/m