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

+ **ARB.P. 2010/2025**

**MYPREFERRED TRANSFORMATION AND HOSPITALITY
PRIVATE LTD**Petitioner

Through: Ms. Meenakshi Vimal, Adv.

versus

**MIS PRAGATI GUEST HOUSE THROUGH ITS PROPRIETOR
ARADHANA GUPTA**Respondent

Through:

**CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER
20.03.2026**

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1. By way of present petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'], the petitioner seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the Management Service Agreement dated 08.06.2024 [in short, 'agreement'].
2. The agreement provides for resolution of disputes by arbitration. Article 8.1 of agreement is the arbitration clause which provides that the arbitration is to be conducted by the Sole Arbitrator. A perusal of the arbitration clause shows that the seat of arbitration shall be at New Delhi with exclusive jurisdiction of Courts at New Delhi to adjudicate all matters arising out of the said agreement.
3. The dispute having arisen between the parties, the petitioner invoked arbitration clause by giving a notice dated 29.09.2025, which did not elicit



any response.

4. In this backdrop, the present petition has been filed under Section 11(5) of the Act for appointment of a Sole Arbitrator.

5. Notice was issued in the present petition *vide order* dated 02.12.2025. The service report furnished by the Registry shows that the respondent has been served through e-mail.

6. The affidavit of service has also been placed on record by the plaintiff wherein it has been mentioned that the notice was sent to the respondent by registered speed post on 13.12.2025 and the tracking report shows that the same has refused by the addressee on 18.12.2025 at Gorakhpur (U.P.). The scanned copy of the envelope bearing remark of 'refusal' is also on record.

7. Besides that, in the affidavit of service, the petitioner has also alleged that a complete copy of petition along with notice was sent to the respondent on its e-mail I.D. i.e. pragatiguethouse66@gmail.com on 12.12.2025 and the same has not bounced back.

8. In view of the above, the respondent is taken to have been served. It is nonetheless unrepresented.

9. At the stage of proceedings under Section 11 of the Act, the Court only requires to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left to the determination of the learned Arbitrator.

10. The material on record, particularly the Management Service Agreement dated 08.06.2024, *prima facie*, demonstrates that an arbitration agreement exists between the parties. The respondent has also not appeared to controvert this position.

11. The petition is, therefore, allowed, and the disputes between the



parties are referred to the arbitration of Mr. Shivam Sachdeva, Advocate [Mob. 9971358035, Email- office@sachdevas.in].

12. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

13. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

14. Further, since respondent is not represented before this Court, it is made clear that respondent be also served in accordance with the rules of DIAC in the arbitration proceedings.

15. All rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

16. The petition stands disposed of.

VIKAS MAHAJAN, J

MARCH 20, 2026

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