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

+ **ARB.P. 2068/2025**

OYO HOTELS AND HOMES PVT. LTD.

.....Petitioner

Through: Mr. Samarth Mehrotra, Adv.
(Through VC)
M: 7070895728
Email: prathamalaw@gmail.com

versus

NIKHIL DEWANGAN

.....Respondent

Through: None

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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17.04.2026

1. At the outset, this Court notes that respondent has been served. However, despite service neither respondent has put in appearance, nor any reply has been filed.
2. Accordingly, this Court has proceeded to deal with the matter.
3. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a Sole Arbitrator for adjudicating the disputes between the parties arising out of Management Services Agreement dated 09th September, 2024, entered between the parties.
4. Learned counsel for the petitioner submits that the parties had entered into the said Agreement for the management and operation of "Hotel



Heaven Stay”, located at *Bilaspur, near Apollo Hospital, Lingiadih – 495001*, owned by the respondent.

5. He submits that disputes arose between the parties, as the respondent made unlawful demands in the monthly fee from the petitioner, which was beyond the terms of the Agreement, entered between the parties. Further, in pursuance to the disputes, the respondent terminated the Agreement, despite the lock-in period *vide* Email dated 06th May, 2025.

6. It is submitted that the petitioner issued a Legal Notice dated 15th May, 2025, seeking return of the security deposit and claiming lock-in period damages.

7. Consequently, the petitioner had also issued a Notice invoking arbitration dated 03rd July, 2025 under Section 21 of the Arbitration Act, which was duly served upon the respondent, and no response was filed towards the same.

8. Learned counsel for the petitioner brings the attention of this Court to is the Arbitration Clause, as contained in Clause 20 of the said Agreement, which is reproduced as under:

“xxx xxx xxx

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.

xxx xxx xxx”

9. Perusal of the aforesaid clause shows that there is a valid Arbitration Clause, wherein, the Courts at New Delhi have been given the exclusive jurisdiction and seat for Arbitration has been stated to be at New Delhi.



10. Learned counsel appearing for the petitioner submits that they have a claim of approximately Rs. 10 Lacs.

11. He further submits that Arbitration proceedings be conducted under the aegis of Delhi International Arbitration Centre (“DIAC”).

12. Accordingly, this Court is satisfied that there are disputes between the parties, which need to be adjudicated through the Arbitration Process, in terms of the Arbitration Agreement governing the relation between the parties.

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

- i) Ms. Anshika Saxena, Advocate, (Mob: 8377944021) 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.

14. Accordingly, the present petition is disposed of in the aforesaid terms.

15. 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 17, 2026/KR