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

+ **ARB.P. 52/2026**

**MYPREFERRED TRANSFORMATION AND HOSPITALITY  
PRIVATE LIMITED** .....Petitioner

Through: Mr. Abir Phukan, Ms. Rishika  
Radhakrishnan and Mr. Shamik  
Sanyal, Advocates  
Mob: 9830010402  
Email: [shamik@kmpnlaw.com](mailto:shamik@kmpnlaw.com)

versus

**RB BROTHERS PLANTATION PRIVATE LIMITED** .....Respondent

Through: Mr. Chetan Garg, Mr. Shaveer  
Ahmed, Mr. Digvijay Bhardwaj, Mr.  
Keshav Kant Sharma & Mr. Naba  
Kishore Sharma, Advocates (through  
VC)

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

**ORDER**  
**15.04.2026**

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of an Arbitrator, for adjudication of the disputes between the parties, arising out of the Management Services Agreement dated 07<sup>th</sup> August, 2024 ("Agreement").
2. As per the facts on record, the parties executed the said Agreement for a period of four years for management of property, i.e., Hotel Agnideep, which included a Lock-in period of three years, from the date of



commencement of the Agreement, i.e., 28<sup>th</sup> August, 2024.

3. Pursuant to the same, disputes arose between the parties, as the respondent by way of Email dated 30<sup>th</sup> May, 2025, terminated the Agreement between the parties and *inter alia*, also forfeited the security deposit paid by the petitioner. The said email was replied to by the petitioner vide Email dated 30<sup>th</sup> July, 2025, stating that the termination was illegal, arbitrary and not as per the terms of the Agreement.

4. This Court notes the Arbitration Clause as contained in Clause 21 of the Agreement, 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. The Parties may choose to participate in the arbitration proceedings through virtual conferencing mode.

xxx xxx xxx”

5. Perusal of the aforesaid clause shows that there is a valid Arbitration Agreement between the parties and the seat of Arbitration is at New Delhi.

6. It is noted that the petitioner issued a Notice dated 30<sup>th</sup> October, 2025 under Section 21 of the Arbitration Act invoking the Arbitration Clause under the Agreement, to which there was no response by the respondent.

7. At this stage, learned counsel appearing for the respondent submits that he does not dispute the Arbitration Clause, and submits that the matter can be referred to an Arbitrator.

8. This Court records the statement made by learned counsel appearing for the petitioner that the petitioner has principal claim of approximately Rs. 81,34,500/- (Rupees Eighty-One Lacs Thirty-Four Thousand Five Hundred



Only).

9. Accordingly, this Court is satisfied that there is a valid Arbitration Clause between the parties, and there are disputes between the parties, which are required to be adjudicated through the process of Arbitration.

10. In view of the above, the following directions are issued:

- i. Ms. Aakanksha Kaul, Advocate (Mobile No.: +91- 9818131566) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The 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 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.
- iv. It shall be open to the respondent to raise counter-claims, if any, in the arbitration proceedings.
- v. 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 learned Arbitrator.
- vi. The parties shall approach the Arbitrator within two (2) weeks, from today.

11. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.



12. The petition is disposed of in the aforesaid terms.
13. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

**MINI PUSHKARNA, J**

**APRIL 15, 2026/SK**