



2025:DHC:8989



\$~O-68 & 69

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

Date of Decision: **09.10.2025**

IN THE MATTER OF:

+ O.M.P.(I) (COMM.) 388/2025

UNISON HOTELS PVT LTD

.....Petitioner

Through: Mr. Anil K. Airi, Sr. Adv. with Mr. Gaurav Bahl, Mr. Vishal Tyagi, Mr. Harsh Gautam and Ms. Sadhana Sharma, Adv.

versus

NIGHT BEAT HOSPITALITY PVT LTD

.....Respondent

Through: Mr. Arun Sharma, Adv.

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+ O.M.P.(I) (COMM.) 391/2025 & I.A. 23260/2025

NIGHT BEAT HOSPITALITY PVT LTD

.....Petitioner

Through: Mr. Arun Sharma, Adv.

versus

UNISON HOTELS PVT LTD

.....Respondent

Through: Mr. Anil K. Airi, Sr. Adv. with Mr. Gaurav Bahl, Mr. Vishal Tyagi, Mr. Harsh Gautam and Ms. Sadhana Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)



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These are two petitions under Section 9 of the Arbitration and Conciliation Act, 1996 [**A&C Act**], preferred by Unison Hotels Pvt. Ltd. and Night Beat Hospitality Pvt. Ltd, respectively, against each other.

2. Both parties have sought for interim protection with respect to their rights in the licensed premises, i.e., Playboy Restro Bar/Lounge located at The Grand Hotel, Vasant Kunj, New Delhi. As per the record, the premises had been licensed by Unison Hotels Pvt. Ltd. to Night Beat Hospitality Pvt. Ltd. under an initial license agreement dated 02.06.2022 and which was subsequently registered on 12.09.2022 effective from 15.06.2022.

3. Unison Hotels Pvt. Ltd., in *O.M.P.(I) (COMM.) 388/2025*, seek to restrain Night Beat Hospitality Pvt. Ltd. from entering or trespassing into the licensed premises, to vacate and remove all its goods and belongings, and for an injunction against any interference with the petitioner's peaceful possession/enjoyment of the premises.

4. *Per contra*, Night Beat Hospitality Pvt. Ltd., in *O.M.P.(I) (COMM.) 391/2025*, has impugned the Termination notices dated 31.05.2025, 07.06.2025, and 11.09.2025. It has also sought for immediate restoration of electricity, water, and gas supply to the licensed premises in order to continue its business operations until the disputes are resolved through arbitration.

5. In both these cases, the Court directed for issuance of notice on 17.09.2025.

6. Thereafter, on 18.09.2025, after briefly hearing the parties, a Local Commissioner was appointed and the following arrangement was made:-

“13. During the course of hearing, the Court finds that in the interregnum, the following arrangements are required to be made;-

I. The Court appoints Ms. Ashu Ankur Goyal, Deputy Registrar,



Delhi High Court (Mobile No: 9560246767 e- mail-ashudhc169@gmail.com) who shall immediately take over the possession of the licensed premises.

- II. The same shall be done in the presence of both the parties/ their representatives.*
- III. Let the entire exercise be video recorded besides photography. Liberty is also granted to the LC to bring along a person to assist with the aforesaid task, if need arises.*
- IV. The Local Commissioner shall lock the premises and shall deposit the keys before the Registrar General of this Court immediately - within 24 hours therefrom.*
- V. The premises shall remain in possession of the Local Commissioner and shall be subject to further directions to be passed by the Court.*
- VI. The remuneration of the Local Commissioner shall be Rs. 5,00,000/- which shall be paid by both the parties equally, and the same shall be in addition to the actual expenses to be incurred in sealing the property, for videography/ photography etc.”*

7. In pursuance to the directions passed by the Court on 18.09.2025, the Local Commissioner visited the premises on 19.09.2025 and carried out the Commission in the presence of the representatives from both sides. A report with respect to the same has been placed on record.

8. A perusal of the said report indicates that after documenting the condition of the premises through photographs and videography, the Local Commissioner permitted the representative of the Night Beat Hospitality Pvt. Ltd. to retrieve a laptop and certain files with consent from the Unison Hotels Pvt. Ltd. The report further indicates that thereafter, the premises were locked and sealed, with pad locks affixed at three entry points, and a notice pasted indicating sealing under the order of the Court. It is also seen that the keys were duly deposited with the Registrar General of this Court on 20.09.2025.

9. During the course of hearing, Mr. Airi, learned senior counsel appearing for the Unison Hotels Pvt. Ltd. has taken the Court through



various clauses of the license agreement and has pointed out that once the three year locking period had expired on 14.06.2025, the Night Beat Hospitality Pvt. Ltd. did not have any right, whatsoever, in law to continue in the possession of the license premises. He has drawn the attention of the Court to clause 4.3 of the agreement. Additionally, he has also taken the Court through various other clauses such as clauses 15.1, 15.2, and 19.1 etc., to contend that even during the subsistence of the license agreement, the Unison Hotels Pvt. Ltd. had a right to terminate the license on account of certain breaches including nuisance, disturbance illegality security threats and conduct prejudicial to the reputation of the hotel. He, therefore, submits that once the period under the license agreement expired, at best the Night Beat Hospitality Pvt. Ltd., is entitled to removal of the goods as per the legal position under Section 63 of the Indian Easements Act, 1882.

10. The aforesaid submissions, however, are vehemently opposed by Mr. Arun Sharma, learned counsel appearing for Night Beat Hospitality Pvt. Ltd., and he contends that there is no nuisance. He also submits that in view of the clauses contained in the license agreement, the period of license is extendable.

11. I have heard learned counsel appearing for the parties and have perused the record.

12. The primary grievance of the Unison Hotels Pvt. Ltd. pertains to restraining the Night Beat Hospitality Pvt. Ltd. from entering or interfering with the license premises and for securing peaceful possession thereof. Correspondingly, the Night Beat Hospitality Pvt. Ltd. is seeking restoration of essential amenities to enable continued operation until adjudication of disputes by arbitration.



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13. Since the Court has now taken over the possession of the licensed premises in view of the interim order passed on 18.09.2025, it would be appropriate if the parties are relegated to the Sole Arbitrator for seeking any further additional prayer.

14. During the course of the hearing, the parties are *ad idem* for the appointment of a Sole Arbitrator in view of Clause 21 of the license agreement.

15. Accordingly, the Court deems it appropriate to appoint Mr. Justice Rajiv Shaktiher, Former Chief Justice of the High Court of Himachal Pradesh (Mobile No. +91 9717495004, Email: rajivshaktiher62@gmail.com, Having office address at C2, (2nd floor), Nizamuddin East, New Delhi - 110013) to be the Sole Arbitrator.

16. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Sole Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

17. The learned Sole Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the A & C Act within a week of entering on reference.

18. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

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

20. Let a copy of the said order be immediately sent to the learned Sole Arbitrator through all modes, including electronic mode as well.



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21. At this stage, Mr. Airi prays that in the meantime, till the Sole Arbitrator finally pronounces the award, the possession of the licensed premises be restored in his favour, subject to appropriate terms. The Court, however, at this stage, is not inclined to deal with the aforesaid submissions and instead directs that these petitions be treated as having been filed under Section 17 of the A&C Act. The interim arrangement made *vide* order dated 18.09.2025 shall remain in force till passing of further orders by the learned Sole Arbitrator, including the possession and handing over of the keys of the licensed premises.

22. Moreover, looking at the nature of the grievance and the urgency involved herein, an expeditious adjudication of these applications is expected.

23. Both parties undertake to immediately approach the Sole Arbitrator for fixing a date of hearing, during the course of next week as per the convenience of the learned Sole Arbitrator.

24. With the aforesaid observations, the petitions stand disposed of.

25. A copy of this order be given *dasti* under the signatures of the Court Master.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 9, 2025/p/mj/amg