



2025:DHC:9545



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

+ **ARB.P. 1539/2025**

Date of Decision: **17.10.2025**

IN THE MATTER OF:

**MYPREFERRED TRANSFORMATION AND HOSPITALITY PVT
LTD**Petitioner

Through: Mr. Kuljeet Rawal, Advocate.

versus

M/S BAGA RETREATRespondent

Through: Mr. Basant Gupta, Advocate.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act), seeking appointment of an Arbitrator, to adjudicate upon the disputes that have arisen between the parties.
2. It appears that a dispute has arisen between the parties pursuant to Management Agreement dated 22.08.2024, and the Clause 8.1 of the said agreement enables the parties to get their dispute resolved through an Arbitrator.



3. Clause 8.1 of the said Agreement reads as under:-

"Clause 8.1: Any dispute, claim or controversy arising out of or in connection with agreement or its performance including the validity, the interpretation or application hereof, shall to the extent possible be settled amicably within 60 (sixty) days by negotiations and discussions among the parties. Failing which, parties shall have the right to referred such matter to arbitral tribunal consisting of sole arbitrator in accordance with the Indian Arbitration and Conciliation Act 1996. The provisions of this clause shall survive expiry or termination of this agreement. The arbitration proceedings shall be conducted in English language and seat of arbitration shall be New Delhi and the court at Mumbai shall have exclusive jurisdiction in all matters arising out of this agreement."

4. Though Mr. Kuljeet Rawal, leaned counsel appearing for the petitioner has suggested a name of the Arbitrator, however, the same is not agreeable to the respondent. Mr. Basant Gupta, learned counsel appearing for the respondent submits that leaving all rights and contentions of the respondent open, the Court may consider to appoint an independent Arbitrator.

5. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the contract, this Court appoints Ms. Aakriti Vohra, Advocate (Mobile No. +91 9999605115, e-mail id: aakriti.vohra@gmail.com) as the sole Arbitrator.

6. 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 Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned arbitrator is also requested to file the requisite disclosure



2025:DHC:9545



under Section 12 (2) of the Act within a week of entering on reference.

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

9. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let the copy of the said order be sent to the Sole Arbitrator through the electronic mode as well.

10. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER, 17, 2025

tr/mj