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

% ***Date of Decision: 04th November, 2026***

\# **CNR No. DLHC010508862026**

\+ O.M.P.(I) (COMM.) 492/2026

M S LIGHT LAKE ENTERPRISES PVT LTD & ANR.

.....Petitioners

Through: Mr. Tanmay Mehta, Mr. Dinesh Sharma, Ms. Ritika, Mr. Abhishek Kandwal and Mr. Ishaan Ojha, Advocates.

versus

M S ARIA HOTELS AND CONSULTANCY SERVICES PVT LTD

.....Respondent

Through: Mr. Vikas Goel, Mr. Ritesh Sharma, Mr. Sidharth Agarwal, Mr. Vivek Gupta and Ms. Anisha Dahiya, Advocates.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

1. Present petition has been filed under Section 9 of *Arbitration & Conciliation Act, 1996* (hereinafter referred to as '*the Act*') and seeks following reliefs:-

> "*(a) Direct the Respondent not to restrict access to the Petitioner of the area admeasuring 200 sq. ft., situated on the Ground Floor and bearing Unit No. GA2, at Asset Area-4, Hospitality District, New Delhi–110016, within JW Marriott Hotel, Delhi-Aerocity ("Demised Premises-II") as well as super built-up area of 2005 sq. ft. at the Ground Floor of the said commercial tower, bearing Unit Reference No. GA ("Demised Premises- I"), during the pendency of the arbitral proceedings;*
> *(b) restrain the Respondent, its directors, officers, employees, agents, representatives, security personnel, maintenance agency and all persons acting on its behalf or claiming through or under it, from forcibly entering into, interfering with, obstructing or otherwise disturbing the peaceful possession and enjoyment of the aforesaid Demised Premises-II by the Petitioners, and from preventing,*

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obstructing or interfering with the peaceful ingress to and egress from the said premises by the Petitioners, their agents, representatives, employees, customers or invitees;

(c) restrain the Respondent and all persons acting on its behalf from removing, discarding, damaging, dispossessing or otherwise interfering with any goods, articles, equipment, fixtures or other belongings of the Petitioners lying in or pertaining to the Demised Premises-II, except in accordance with due process of law;

(d) direct the Respondent to comply with all the formalities and participate in registration of the Agreement-III before the concerned Sub-Registrar;

(e) direct the parties to maintain status quo with respect to the possession of the Demised Premises-II, as held by the Petitioners, till the disposal of the arbitral proceedings; and"

2. As per the averments made in the petition, the respondent had developed a five star hotel under the name of *JW Marriott Hotel*, situated at Aerocity, New Delhi. There was a *Sub-License Agreement* dated 07.02.2024, under which respondent had granted a commercial space admeasuring 2005 sq. ft. on the ground floor of said Hotel/project to petitioner No.1. The commercial space has been given for Business Activities i.e. High Energy Bar/Discotheque space. The agreement, *inter alia*, provides for lock-in period and renewal of license. The abovesaid agreement contains arbitration clause which reads as under:-

9.10.1 Disputes -Amicable Settlement

The Parties shall use their respective reasonable endeavours to settle any disputes and/or differences ("Dispute") concerning this Agreement amicably within 60 (sixty) days after written notice of a Dispute by one Party to the other Party.

9.10.2 Arbitration

All disputes arising under this Agreement, that remain unresolved pursuant to Article 9.10.1 shall be referred to a tribunal comprising (3) three arbitrators under the Indian Arbitration and Conciliation Act, 1996, or any re-enactment or modifications of the same from time to time. Each party to the arbitration shall appoint 1 (one) arbitrator and the 2 (two) arbitrators thus appointed shall appoint the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The decision(s) of the Arbitral Tribunal shall be final and

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binding on the Parties. The venue of arbitration shall be New Delhi and language of arbitration shall be English. The Parties shall bear their own legal and other costs pertaining to the arbitration proceedings.

Neither of the Parties will be released from performing its obligations by reason of any arbitration being instituted, except where the performance of an obligation is a subject matter of arbitration.

9.11 JURISDICTION AND GOVERNING LAW

Subject to Article 9.10.2, the Parties agree to submit themselves to the exclusive jurisdiction of the courts at New Delhi, in respect of any/ all matters arising out of and touching and/or concerning this Agreement.

This Agreement shall be governed by, and interpreted and construed in accordance with laws of India.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

3. Another agreement was executed between both the abovesaid parties i.e. between petitioner No. 1 and respondent on 31.05.2024 under which, an additional area of 200 sq. feet on the ground floor of the same premises, was licensed out. The terms and conditions contained in earlier agreement dated 07.02.2024 were held binding, unless expressed as otherwise.

4. According to petitioners, these two premises, together, constituted a single functionary integrated commercial unit.

5. Another agreement was executed on 01.05.2025. It was, however, between petitioner No.2 and respondent. It was in context of the same commercial space admeasuring 2005 sq. ft. only, which was subject matter of the first *License Agreement* dated 07.02.2024. The arbitration and jurisdiction clauses therein read as under:-

8.6.1 Disputes-Amicable Settlement

The Parties shall use their respective reasonable endeavours to settle any Dispute amicably within sixty {60} days after written notice of a Dispute by one Party to the other Party.

8.6.2 Arbitration

All disputes arising under this Agreement, that remain unresolved pursuant to Article 8.6.1 shall be referred to a tribunal comprising (3) three arbitrators under the Indian Arbitration and Conciliation Act, 1996. Each party to the arbitration

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shall appoint once arbitrator and the two arbitrators thus appointed shall appoint the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal").The decision(s) of the Arbitral Tribunal, shall be final and binding on the Parties. The venue of arbitration shall be New Delhi and Language of Arbitration shall be English.

Jurisdiction

8.7 Subject to Clause 8.6.2, the Parties agree to submit themselves to the exclusive jurisdiction of the Civil Courts at Delhi, in respect of any/ all matters arising out of and touching and/or concerning this Agreement.

6. *License Agreement* with respect to the abovesaid commercial space admeasuring 2005 sq. feet has been terminated by respondent on 21.09.2026.

7. The dispute is, however, with respect to restriction to have access to the area admeasuring 200 sq. feet situated on the ground floor from where the petitioner, as claimed, is running kitchen activities.

8. The arguments were heard at length on 03.11.2026 also.

9. Learned counsel for respondent states that he has taken requisite instructions from the respondent and, without prejudice to their rights and contentions and keeping in mind the fact that there are claims and counter-claims, he would have no objection if an arbitrator is appointed as there is no dispute with respect to execution of the agreements, having arbitration clauses.

10. Learned counsel for the respondent also submits that the present application may be considered as an application filed under Section 17 of *the Act* and till the time such application is decided by learned Sole Arbitrator, it will be ensured that the existing agreement with respect to the use and access of the abovesaid kitchen area of 200 sq. feet is permitted, with any obstruction from their side. This is, however, a purely temporary measure, while reserving all their rights.

11. During course of the consideration, learned counsel for both the parties

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submitted that they would have no objection if a former Judge of this Court is appointed Sole Arbitrator to decide the disputes in question i.e. with respect to claim and counter claim. They also seek to waive-off requirement related to endeavours of settlement and service of notice under Section 21 of *the Act*.

12. During course of arguments, learned counsel for respondent also submitted that as per their calculation, petitioners are in arrears of Rs. 51,69,376/-.

13. Learned counsel for petitioners, though, disputes the abovesaid outstanding, he submits that as per instructions, he would deposit the abovesaid amount of Rs. 51,69,376/- with the Registry of this Court within a period of four weeks from today. Mr. Ashish Kumar, Director of petitioner Nos.1 and 2 is present in Court and undertakes to deposit the abovesaid amount, without prejudice to his rights and contentions.

14. Such amount be kept in interest-bearing fixed deposit. The abovesaid amount, with accrued interest, if any, would be liable to be released to the rightful claimant, as per further directions to be given by the learned Sole Arbitrator at appropriate stage.

15. In view of the above and with the consent of the parties, the petition stands disposed of with the following directions:-

i) The disputes between parties concerning said agreement are referred to arbitration.

ii) Justice Chander Shekhar, former Judge of this Court is appointed as Sole Arbitrator to adjudicate the same.

iii) The Arbitration will be held under the *aegis* of *Delhi International Arbitration Centre* (DIAC) and would be governed by the Rules of DIAC. The fee of the Arbitrator shall be fixed as per fee

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schedule under DIAC (Administrative Cost and Arbitrator's fees) Rules 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of *Arbitration and Conciliation Act, 1996*, prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of the claim and any other preliminary objections as well as merits of claim or counter claim, if any, are left open for adjudication by the learned Arbitrator.

vi) The petitioner would report to the Coordinator of DIAC within 10 working days.

vii) The present petition is also treated as the one filed under Section 17 of *Arbitration and Conciliation Act, 1996* and learned sole arbitrator is humbly requested to make best endeavour to decide the same as expeditiously as possible. Needless to say both the sides would render their requisite assistance and cooperation to achieve such expeditious disposal.

16. A copy of this order be sent to learned Sole Arbitrator for due information.

(MANOJ JAIN)
JUDGE

NOVEMBER 4, 2026*/sw/sa*

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