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Hospitality Sector: The Next Emerging Market

Introduction

In India, the hospitality sector has seen steady expansion over the last few decades and has an enormous amount of potential for expanding much more in the years to come. Travellers from across the world have been flocking to the country due to its multicultural and diverse heritage. Both domestic and foreign tourists have acknowledged India as an appealing option for sacred tourism. India's ranking in the World Economic Forum's index measuring the international standing of the hospitality and tourism sector has increased steadily, rising from 65th in 2013 to 39th in 2024.

The entire tourist industry contributed almost 6.5% in the year 2023 to India's GDP. The hotel business served as the industry's primary engine, followed by travel organizations and the food and beverage sector in destinations that were popular with tourists. Approximately 125,000 hotels nationwide offered approximately 3 million hotel rooms in 2023. Nonetheless, the numbers fluctuate occasionally, particularly in unpopular areas or places away from famous tourist attractions.

India is poised to emerge as the most desired tourist attraction with the greatest rate of growth globally because of the Indian government's concentration on creating a strong tourism ecosystem. Companies are also giving their workers the choice of a staycation, where they may operate via a far-off location while soaking up a new environment.

India is well-positioned in this evolving environment because it is host to several of the oldest and most well-known UNESCO World Heritage sites and a rich tradition of culture.

The GST rate for the hospitality sector was lowered in 2019 by the government to boost India's attractiveness to vacationers globally. Other government actions taken amid the global epidemic consisted of the launch of the

evaluation and educational initiative SAATHI (System for Assessment, Awareness and Training for Hospitality Industry), **Swadesh Darshan 2.0** and the series of online courses "Dekho Apna Desh" to promote local tourism. Corporate travel was predicted to lose ground to leisure trips in the coming decades due to the ever-expanding digitization and an extensive scenario where the majority of businesses allow employees to work from home.

Over the past few years, both domestic and foreign investors have demonstrated an ongoing curiosity in investing in India's hotel industry. In recent years, institutional investors additionally made large financial investments in the industry and built up a sizable hotel assortment, frequently by purchasing open properties. Parallel to this, a variety of established international hotel management firms currently hold or made investments in hotels in India. For these kinds of purchases, investors often combine equity and loan financing. The funding opportunities and hazards specific to such acquisitions in the Indian hospitality sector are highlighted in the following piece.

CHAPTER I – FUNDING

Foreign Direct Investment in the Hospitality Sector

The drastic rise in foreign investment into the Hospitality Sector is an ode to the permissibility of 100% equity through the means of Foreign Direct Investment. Hotel investments, whether made through a limited liability partnership or a hotel-owning firm, are regarded as "investments in construction development projects" as per the Government of India's FDI policy and, therefore, have to adhere to the rules that apply to all construction development initiatives. Nevertheless, relative to subsequent development construction endeavors, hotel developments get access to some concessions.

While the FDI policy lays a concrete ground for such investments, internal stance on the same remains quite 'domestic' providing no certain restrictions or model.

Given that the specification of "infrastructure sector" by the Reserve Bank of India ("RBI") recently expanded to include 'Hotels', the liberalized policy on funding that is specific to the infrastructure sector has given the industry a substantial impetus. This gives the hospitality sector a chance to obtain more affordable, longer-term loans and amenities, additionally offers financiers a more flexible stance regarding the granting of resources for the industry. Hotels additionally have access to international loans via automated external commercial borrowings ("ECB"), as governed by the RBI. In specific instances, ECBs and the appropriate hedge instruments might help borrowers to acquire capital at a lower cost than rupee debt. Businesses are likewise progressively analysing offering bond arrangements as a way to raise finance.

Debt Funding/Debt Financing aspect of Funding

Financial institutions are progressively paying close attention to the debt financing of the hotel business in order to gain a greater understanding to it and develop customized frameworks, covenants, and procedures for it. It was also observed that approaching a financial institution that possesses an in-depth knowledge of the hotel business offers more economic value than merely utilizing a straightforward business financing facility.

The strategy used by financial institutions to finance the hotel sector heavily depends on 'the purpose of financing' and the same is heavily dependent on the stage at which the hotel project is standing on at the time the funding is being sought for.

1. Land Acquisition and/or Hotel Acquisition

The financial institutions regard the debt financing as an instance of acquisition financing regardless of the aforementioned circumstances. Here are a few of the intriguing troubles:

- It is customary for a recently established business or unique entity to be the hotel's acquirer. In such an instance, the financial institutions seek consolation via the promoters, community, and/or parent corporations in the form of guarantees and security;

- Since the financial institutions are prohibited by RBI from lending on shares as the principal security, the primary ease is immovable and/or movable property; and
- The expense of purchasing land has increased due to the rise in real estate prices, stamp duties, other indirect tax levies, and registration expenses in the majority of Indian regions. A variety of factors including the area, the stamp taxes and registration fees alone could push up the buying cost by 10%. Nevertheless, the greater Floor Space Index (FSI) offered for hotels in the majority of Indian states offers a little protection in the direction of the blazing sun. This FSI is calculated by dividing the total covered area (plinth area) on all floors, excluding exempted areas as specified in significant development rules and regulations, by the dimensions of the land being developed upon. The majority of jurisdictions allow for the omission of specific regions from being included in FSI computation in rated hotels. In advance of purchase, it ought to be verified that legal due diligence is performed on the ownership of the property as well as any applicable permissions, consents, licenses, and other pertinent information. The potential benefit of this due diligence is that it makes it easier for prospective lenders to conduct their due diligence.

2. Construction of the Hotel

Lenders typically seek funding at this point, although they encounter challenges similar to those encountered for development funding. However, another of the distinctions is that unlike for housing and/or industrial developments, hotels undergoing construction do not necessitate an additional mortgage of units or a discharge of mortgage. If the borrower is the landowner, the parents in the joint venture business, a developer with the authority to construct the hotel, the construction contractor, etc., the constructions greatly rely on who the borrower is. Prior to releasing any funds at this time, the lenders must make sure that the construction endeavour has reached financial closure (in the shape of solid guarantees) as well as that all

necessary permissions have been put in order. Upon disbursing the debt, the lenders stress on receiving equity contributions. At this point, lenders also try to meet the borrowers' non-fund-based financial needs.

3. Renovation/Refurbishment/Expansion

The borrowers now seek extra money in a particular amount or restructure their current debt burden with a higher ceiling. It becomes crucial for the borrower to evaluate the prepayment terms of its current facilities in these types of situations. Prepaying fees levied by current lenders can occasionally entirely alter the price of a restructuring plan. Lenders evaluate whether the planned refinancing and reorganization will result in "restructuring" and, as a result, a rise in reserving for the lenders at this point.

4. Working Capital

The lenders give this sector the standard working capital constraints, just like they do for all enterprises.

a. Area of Infrastructure:

The RBI regulations' inclusion of this industry into the umbrella of the "infrastructure sector" has given hotels their biggest stimulus. The rules offer a more expanded method for funding the infrastructure sector in a bid to strengthen it. As a result, the hospitality sector is now able to obtain finance with longer repayment periods and lower interest rates. Additionally, it gives the lenders a less strict stance when it comes to providing funding to this particular industry. Hotels can additionally borrow money from international lenders via the automatic channel of external commercial borrowing (ECB), in accordance with the Master Directions of ECB published by the RBI (ECB Regulations). Borrowers may still have access to funds that are less expensive than rupee debt in some circumstances thanks to the ECB and the appropriate hedging capabilities.

b. Bond Financing:

Companies are now studying borrowing through bond structures more and more as a way to raise financing.

Following are few of the main elements luring corporations to issue bonds: The government's attempts to boost the marketplace for corporate bonds in India; the easement of restrictions on foreign investment; the accessibility of bonds with adaptable coupon structures or combination security arrangements to accommodate different commercial needs; the accessibility of assessed, secured bonds with interest coupons that are less expensive than rupee term loans.

CHAPTER II – HOTEL MANAGEMENT AGREEMENTS

What are Hotel Management Agreements (HMA)

When there are hoteliers involved in the construction endeavour, the evaluation of the HMA is a crucial step in finalizing the legal framework and covenants that will apply. The agreement with hoteliers represents one amongst the few instances in the funding industry where industry custom indicates that the entity in charge will maintain its entitlement to collect the revenue regardless of whether the lender fails to pay it back. In some cases, hotel owners and operators even bargain for non-disturbance agreements (NDAs), which guarantee that their rights won't be interfered with regardless of the instance of a delinquency or in the eventuality of an assignment of title and execution. Lenders have made an effort to oppose NDA. However, all concurred that managers should receive money first in the cascade. In other cases, lenders and hotel owners have additionally stipulated that, in the event of the implementation of a security, no measures will be taken to block accounts.

Various Aspects of an HMA

A hotel's identity consists of two aspects, its real estate ownership and the brand of the hotel. In most cases, well-known hotel brands do not own the hotel property. In such situations, the hotel has a separate real estate owner who owns the land the hotel is built on and constructs the hotel according to the brand's specifications. The owner of the hotel usually has an option either to run the hotel on its own independently or through a brand.

The brand will operate the hotel, playing a key role in managing the hotel property according to the brand label and standards. The owners enter into a HMA with the brand and the hotel is constructed or, in the case of an existing hotel, modified according to the brand specifications and standards. Further, the hotel's performance success and therefore its profitability, is attributable to its brand value. Owners of hotels therefore prefer collaborating with large hospitality brands, which act as operators of the hotels.

Going further, it is important to understand the ways in which hotel owners collaborate with brands and how responsibilities and indemnities are divided between hotel owners and the brand any owner collaborates with. An HMA is a contract entered into between a hotel owner and a hospitality brand to collaborate in operating the hotel. The brand takes over the management of the hotel under the appearance and presentation of the brand. When collaborating under an HMA, the hotel owners and the hospitality brands must understand and clearly set out in the agreement their respective liabilities and responsibilities.

The operation of the hotel is under the exclusive supervision and control of the operator. Except as otherwise specifically provided in the HMA, the operator is responsible for the proper and efficient operation of the hotel.

However, when it comes to the employees of the hotel, they are always the employees of the owner, except for key hotel employees. These senior staff may, at the operator's election, be employees of the operator or one of its affiliates; alternatively, they may be seconded to work with the owner under an agreement between the operator or its affiliate and the owner. The operator shall have absolute discretion in regard to all hotel employees, including hiring, promoting, transferring, compensating, supervising, terminating, directing and training all hotel employees. The operator, generally, establishes and maintains all policies relating to employment. This odd arrangement removes the risk that the operator has to make redundancy payments if staff are laid off because of the financial difficulties of the owner.

Having said that, it is noteworthy that the operator has to maintain the hotel in good repair and condition, and is solely responsible for all routine maintenance, routine repairs, and minor alterations as it determines are necessary to maintain safety and standards at the cost of the owner. Beginning no later than the opening date and as necessary during the term of the HMA, the operator shall procure and maintain, on behalf of the owner, insurance coverage on the property, including boilers and machinery, the hotel buildings and contents against loss or damage by fire, lightning and all other risks usually covered by all-risk of physical loss insurance. It is clear that such liabilities and responsibilities of the operator and the owner are clearly defined under the HMA.

To sum up, if it is run by a brand, the performance of a hotel is obviously directly linked to its brand management. However, it is important that the hotel owners set out in the HMA exactly what are their rights against and liabilities to the brands with which they collaborate. They will then be able to arrange indemnities for any future loss.

Key Role of Employees in an HMA

Much like any other business, the hotel sector ought to engage in efficient employee relationship management. Studies specific to the industry indicate that connected staff members are more productive and efficient generally. They showed that, in comparison to businesses that had lesser staff engagement than those with greater levels saw a 21% gain in efficiency. Considering they are the ones providing the majority of the services, staff in the customer-facing hospitality business are expected to uphold the ethics, values, and beliefs of the brands they work for. If the staff makes one mistake, the guests will most definitely not come back.

Maintaining positive working relationships is essential to ensuring your staff is inspired and involved. Another important duty of the manager according to the hospitality administration structure is to hire and equip every hotel personnel. Furthermore, hotels that run under a HMA are very good at concealing the contractual arrangements which endorse them.

It's simple to assume that they work for the Operating Brand since they do the official clothing, follow instructions issued by the Operating Brand, and strive beyond the call of duty to provide the visitors with the greatest possible experience. It stems from the fundamental tenet of HMAs, which states that the hotel and every one of its assets are tied to and remain the obligation of the Owner, this is logical (from the Owner's point of view) as it guarantees that the staff will stay at the hotel in the event that the HMA terminates.

However, this results in a complicated arrangement whereby the Operating Brand directs and manages all personnel concerns (hiring, firing, training, establishing employment terms and policies, and addressing HR matters) even while the Owner employs the people. However, there are a few caveats. For instance, an Owner would often bargain for approval rights over important positions (like the finance executive and general manager) and sometimes even over staff pay scales. Additionally, for pragmatic reasons (i.e. to more readily reallocate valued senior personnel to other hotels), the Operating Brand typically retains the authority to hire some senior roles internally.

The manager oversees establishing the strategy for human resources in all regards, involving the working hours, compensation schedule, vacation days, and other details. When it comes to the hotel, the manager oversees and guides the staff members in carrying out their responsibilities. With the exception of a few essential employees, the owner usually has little to no influence over the manager's decisions about hiring, retaining, and disciplining employees. A layman would be under the assumption that hotel staff are the manager's employees given the manager's expansive position with regard to hotel staff. But in actuality, the hotel's owner employs the staff members. As a result, the owner is now accountable to the staff members for how they carry out their jobs and responsibilities. Given this context, it becomes critical for owners to comprehend their legal obligations to their workforce, let’s begin deliberating upon the same moving forth.

CHAPTER III – SOCIAL CHALLENGES; POSSIBILITY OF LOOKING INTO ANTI-COMPETITIVE BEHAVIOUR IN THE HOSPITALITY SECTOR

In 2019, FHRAI lodged a lawsuit claiming anti-competitive behaviour targeting the top travel website and hotel aggregator. The Competition Commission of India (CCI) subsequently decided to look into the business operations of both firms and fined Go-MMT and Oyo, respectively, INR 223 crore and INR 168 crore, for engaging in anti-competitive behaviour. The tourism sector must now deal with a greater likelihood of investigations into suspected anti-competitive behaviour due to the growing popularity of e-commerce and the rise of travel booking websites and aggregators like MakeMyTrip, Goibibo, and Oyo. Recently, techniques used by e-commerce websites and reservation channels, "price parity" and "Most Favoured Nations (MFN)" provisions, have been drawing greater interest internationally.

The following clauses in the Hotel Management Agreements lay a concrete ground for filing suits with the CCI:

- ***Price Parity and MFN***: The CCI may review clauses mandating a hotel to offer its best rates on a certain reservation platform, which could cause worry for the aggregator.
- ***Deep Discounting***: Several aggregators' use of significant discounting has come under fire as potentially anti-competitive. Although the CCI has allowed for such significant discounting by companies, however the same, is only applicable for new entrants or minority players which are trying to gain a significant market advantage. Although the CCI has not yet made a decision on this matter, the promotional techniques used by an aggregator or reservation platform must be examined in light of the Competition Act, 2002 ("Act").

A merger or amalgamation that exceeds the jurisdictional thresholds outlined in the Act (read along with notifications from the GoI) must be notified to the CCI. This includes any acquisitions of management, voting privileges, shares, or assets. Since the Act employs a suspensory framework, notification is required.

The 'size of parties' test is used by India's jurisdictional thresholds, and any deal that meets one of the criteria that follows must be reported to the CCI:

Companies party to M&A or Acquisition (in India) (Enterprise Level)		
Assets	OR	Turnover
In India & Outside India (aggregate)		
Assets > USD 1.25 billion (Including minimum INR 1250 crores in India)	OR	Turnover > USD 3.75 billion (Including minimum INR 3750 crores in India)

Groups (2 or more enterprises) party to M&A or Acquisition (in India) (Group Level)		
Assets	OR	Turnover > INR 240 billion (INR 24,000 crores)
In India & Outside India (aggregate)		
Assets > USD 5 billion (Including minimum INR 1250 crores in India)	OR	Turnover > USD 15 billion (Including minimum INR 3750 crores in India)

On March 27, 2017, the Central Government released a notification that exempted any acquisition, merger, or amalgamation if the target firm has (i) assets under INR 350 crore or (ii) a turnover under INR 1000 crore. From the date that its notification was published in the official gazette, this exemption is in effect for a period of five years. By way of a notification dated March 16, 2022, the Central Government prolonged the *de-minimis exemption* for an additional five years. On 7th March 2024, the Central Government issued a notification exempting any acquisition, merger or amalgamation, if the

enterprise being acquired, taken control of, merged or amalgamated has (i) assets not more than INR 450 crore in India, or (ii) turnover of not more than INR 1250 crore in India, from the provisions of the Section 5 of the Competition Act 2002 for a period of 2 years from the date of publication of its notification in the official gazette.

THRESHOLDS FOR AVAILING DE-MINIMIS EXEMPTION FOR ACQUISITIONS		
Target Enterprise	Assets	Turnover
In India	<450 crore INR OR	<1250 crore INR

Additionally, the Competition Commission of India (CCI) has introduced a new threshold based on the transactional value. Under the 2023 amendment, any deal exceeding a value of INR 2000 crore requires prior approval from the CCI. This move is reflective of the CCI's recognition of the dynamic and highly competitive business environment. By setting this Deal Value Threshold, the CCI aims to regulate significant transactions that could impact the market dynamics, ensuring fair competition and preventing the formation of monopolies or anti-competitive practices. The CCI has economically recognised the fiercely competitive environment of the sector and the existence of major players in the four- and five-star category while evaluating the effect of deals on competition in India. The public will benefit from asymmetry of data provided by new travel aggregators and hotel price comparison sites like ixigo.com, trivago.com, TripAdvisor, and others, further strengthening the dynamic of competition in this industry.

CHAPTER IV – THE RELATIONSHIP BETWEEN THE OWNER, THE OPERATING BRAND AND THE STAFF OF A HOTEL

In the hospitality industry, 'The Relationship' between the Owner, the Operating Brand and the staff is titled as the 'Master Servant Relationship', this is essential to comprehend the employer's obligation for the actions of their workers. In a master-servant relationship, the master uses the servant's services and directs him; as a result, the two have a unique connection, and if the servant commits an offense or an act of negligence, the master is also held accountable. In legal terms, the HMA may divide up the employees' liabilities amongst the Owner and the Operating Brand; however, this will merely act as a backup and, at most, enable the lawful employer to obtain the pertinent accountability from the opposing party following it has incurred by means of operational expenses, indemnity, or damages claims. The Owner would be designated as a defendant on the lawsuit and carry full responsibility in the typical HMA scenario, regardless of whether the Operating Brand was to blame while the Owner had no real practical engagement with the employees. This is because the Owner's stance is viewed as that of the legal employer.

On occasion, a servant does an act for their master, and in these situations, the law considers the master to have performed the act themselves. As a result, if the servant conducts an illegal act, the master is also considered to be accountable for it. The preceding two maxims serve as the foundation for the master's responsibility:

- *Qui facit per alium facit per se: It implies that anytime an individual receives assistance from another, it is assumed that the individual performed the task themselves.*
- *Respondent Superior: It implies that the actions of a subordinate ought to be rendered accountable to the superior.*

The concept of a master-servant relationship is covered in the Vicarious Liability chapter, and it's a civil wrong, or tort. In the context of a master-

servant relationship, a master may be deemed accountable for the actions of his servant. The word "vicarious liability" refers to the concept of being "liable for acts perpetrated by another". Even if a servant is not held culpable, accountability can nevertheless be applied to him. The plaintiff may choose not to prosecute him. However, if the situation warrants it, the master may unilaterally file a charge against him.

Two requirements must be met in order to charge the master with vicarious liability:

- Tort must be committed by the servant;
- The servant must commit the tort in his course of employment.

Ensuring that the individual who is perpetrating the tort is not a servant of another is important for the initial prerequisite to be fulfilled. A servant is an individual who works for another and is managed and directed by them. However, everyone who works for a living cannot be regarded as a servant.

CRITERION FOR ESTABLISHING THE MASTER-SERVANT BOND

a. Test of Control (Traditional View)

The conventional "Test of Control" method established by Blackburn J. in the *R. v. Negus*[1] case dictated that the worker be in charge of how the duty was carried out. This comes from a standpoint holds that the master fully supervises the servant's behaviour. In order to determine whether a master and servant relationship prevails, this evaluation seeks whether or not the master holds the authority to direct not just what ought to be carried out but also how it is supposed to be executed. If the satisfactory response to both questions is yes, then there is a master and servant association amongst the two.

b. Modern View

Diverse perspectives are needed to make decisions on today's challenges. Whether or not the serving party's services are employed, and if it accepts the vicarious liability theory or not.

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c. Test of Control Not Exclusive

Given the passage of generations and the increasingly complicated nature of the service sector jobs. The sole instance of the "control test" falls short. It was noted in *Dharangdhara Chemical Works Ltd. v. State of Saurashtra*[2] that the master's authority to supervise and manage the servant's performance of duties constitutes a prima facie test. It is not crucial to demonstrate that the employer asserted influence over an employee's work; the test of control is not universally applicable; and there are many agreements whereby the master was unable to regulate how the job was executed. The concept of control varies from company to company but is by default lacking any precise description.

d. The examination of work as a crucial component of business

The task completed need to be a crucial or fundamental component of the offered service. If the point of the matter is not a necessary component of the service, the vicarious accountability concept will not apply to that specific act. The court noted in the *Stevenson Jordan & Harrison Ltd. v. Macdonald & Evans*[3] case that an individual is deemed a staff member pursuant to a "contract of service" if their work is integrated into the business and is regarded as an essential component of the business, as opposed to an independent contractor who provides services who is only an add-on to the business and thus does not qualify as an employee. In the event that a private college employs a caterer to manage its canteen, for example, this will not constitute a master-servant arrangement as feeding students is not a primary responsibility of the institution.

e. Hire and Fire Test

By using this test, the independent contractors are taken out of the master-servant relationship's purview. An independent contractor works for a client. However, he is not constrained by the master's direction, oversight, or authority.

[2] AIR 1957 SC 264.
[3] [1952] 1 TLR 101.

An independent contractor is recruited or engaged to achieve a certain outcome; nevertheless, the employer or master has no influence over how the task is carried out. He handles the task in a way that suits him. Mr. A is able to employ and dismiss (discharge) his vehicle driver; however, as the cab driver is an independent contractor, he cannot be dismissed from his position. The plaintiff in *Morgan v. Incorporated Central Council*[4] was hurt when she fell from the defendant's exposed elevator shaft. In an effort to keep the shaft secure and in working condition, the defendant recruited independent contractors, but their negligence caused this accident. The defendant couldn't be deemed accountable, the court said, as it was entirely the independent contractors' fault.

There are some situations in which the serving party is covered by this test even if they are neither an independent contractor nor under their master's authority, such as hospital surgeons or ship captains. Had the control test been in effect, it would have been impossible to bring a lawsuit against the state for the torts committed by the medical staff of the state-owned hospitals. This is because the control test does not view the medical staff as state employees, just as government doctors are not under the supervision of the health ministry when performing any kind of operation. The same holds true for municipal corporation engineers.

Now the question arises, who is to be held liable when the hotel staff commits a tort, the Operating Brand, or the Owner?

In light of the aforementioned, it is still unclear whether a manager may be held legally responsible for the wrongdoings of hotel staff members who are employed by the owner rather than the management. And in that case, it becomes imperative that the owner ask the operating brand for the necessary indemnities in order to shield himself from any obligation to workers or other parties resulting from the operating brand's poor management.

[4] (1936) 1 All ER 404.

It would be wise to cite a ruling from the Supreme Court in the case of *Balwant Rai Saluja & Anr vs. Air India (Ltd) & Ors*[5] in this context. Whether "workmen engaged in statutory canteens, through a contractor, could be treated as employees of the principal establishment" was the question at hand in the current case. As an appeal from a division bench of two justices of the same court, the matter was brought before a division bench of three Supreme Court judges. In the present instance, canteen services were supplied at the founding of Air India by Hotel Corporations of India Ltd. (HCI), a fully owned subsidiary of Air India Ltd. ("Air India"). The court was asked to decide whether or not the workers hired by HCI could be considered Air India employees. The Court came to the conclusion that in order for workers who were hired through contractors to be referred to as the principal employer's employees for all purposes, they would need to pass the employer-employee relationship test after reviewing a variety of submissions and decisions from Indian and English courts.

Given the aforementioned ruling, one may argue that although while hotel staff are technically the owner's workers under the provisions of the hotel management agreement, they could legally be considered the manager's employees. But this would differ from situation to situation and mostly rely on the kind of control the management had over the hotel staff.

Moving on, in HMAs, the words “gross negligence” and “wilful misconduct” are commonly employed, primarily in relation to liability issues, these phrases are primarily intended to raise the bar for conduct that might subject an operating brand to liability beyond a simple “breach”. Operating Brand frequently defend this by claiming that if they could be held liable for each and every technological “breach”, they would never embark on all the risks associated with running a hotel. It will be up for discussion if an Owner is persuaded by this.

[5] (2014) 9 SCC 407.

CHAPTER V – NEGLIGENCE IN THE HOSPITALITY INDUSTRY

Without a question, a significant portion of the discussion surrounding an HMA concerns whether "negligence" should be referred to as "gross negligence" or "misconduct" as "wilful misconduct". The parties might decide what interpretation should be placed on the aforementioned terms with the assistance of the HMA's governing legislation and recent case laws.

Owners expect operating brands to adhere to stringent requirements and handle their property in an ethical way. They are unlikely to be reimbursed for losses or damages brought about by another person's carelessness, contract violations, or legal infractions, much less for the operating brand's egregious carelessness or deliberate misbehaviour. Perhaps owners would like the operating brand to indemnify them in the event that it results in financial losses for whichever of the above-described circumstances.

Circling back to the discussion of "gross negligence" and "wilful misconduct" these phrases are primarily intended to raise the bar for activity that might subject an operating brand to liability beyond a simple "breach". Operating Brand frequently defend this by claiming that if they were potentially held liable for each and every technological "breach", they would never embark on all the hazards associated with running a hotel. It will be up for discussion if an Owner is persuaded by this.

We could have an innate sense of their meaning or be able to identify one if we were to see one. We can, at least, cautiously assume that both sides to the HMA, their respective legal counsel, and the courts themselves have developed a legal interpretation to which they can relate.

The operating brand often seeks to avoid having to cover any hotel running expenses when negotiating an HMA. In addition to wanting to be shielded from any allegations made while running the hotel on behalf of the owner, they also want to safeguard their fundamental and incentive fees against any offsets or cutbacks. The sole caveat to the operating brand's typical willingness to accept full indemnity from owners is where the loss is brought

about by the operating brand's own deliberate wrongdoing or severe carelessness. In a perfect world, the operating brand would not be held accountable for the carelessness of any of its staff members, which includes general managers, unless the owner can demonstrate that the operating brand's deliberate wrongdoing or the company's extreme carelessness caused the error in judgment, that is.

Wilful Misconduct or Negligence

Failing to employ the diligence and caution which a reasonable individual would employ in the same situation is considered negligence. It frequently entails a thoughtless error or neglect that results in harm.

"According to tradition, negligence is the inability to take the necessary precautions, which is anticipated of a cautious and reasonable individual. In legal terms, it is a duty violation and carelessness that can range from omission to blatant disdain for other people's safety. The majority of the time, it is the result of carelessness or inadvertence, when the irresponsible person is blind to the potential consequences of his actions. According to Black's Law Dictionary, negligence is defined as failing to do an action with due care or diligence; in other words, it is failing to pay attention to details and doing something that a reasonable and wise person would not do. While inadvertence and negligence are frequently used interchangeably, negligence really refers to a mental condition that is far more severe than simple inadvertence. Consequently, there is a distinction between the two phrases. While inadvertence is a less severe type of carelessness, negligence in and of itself denotes a mentality in which one has no respect for one's obligations or the expected level of care and attention that one should provide" was observed in the case of *M.S. Grewal and Another v. Deep Chand Sood and Others*[6], further, the Supreme Court established the subsequent requirements for negligence instances:

- the existence in law of a duty of care situation;
- breach of the duty of care by the defendant;

[6] (2001) 8 SCC 151.

- a causal connection between the defendant's careless conduct and the damage caused;
- the particular kind of damage to the particular claimant is not so unforeseeable as to be too remote.

Gross Negligence

Gross negligence is defined as behaviour that is manifestly indifferent to the worth of lives and is far more serious than standard negligence. Gross negligence is characterized by courts as a flagrant disregard for a legal obligation to defend the liberties of others. When comparing excessive negligence to regular negligence, the kind of liability that defines negligence is greatly amplified.

The hotel owes its invitees, who are its guests, a common law responsibility to provide secure premises. The hotel is required to take appropriate safety measures for its guests. The hotel's duty of care is to prevent harm that an average, prudent person would have averted in the same scenario by using an appropriate level of care. If an adequate assessment reveals that the hotel was aware or ought to have been that there was a risk or hazard and neglected to address it or warn guests of its presence, they will be held negligent.

A basic disdain for accountability must substantially injure another individual, the possessions of another, or both in cases of carelessness and extreme negligence. But the difference seems to be in how much of a contempt there is.

In *Spread Trustee v. Sarah Ann Hutcheson*[7], Sir Robin Auld observed as follows:

"On the plain meaning of the words and as a matter of logic and common sense, the terms "negligence" and "gross negligence" differ only in the degree or seriousness of the want of due care they describe. It is a degree of difference, not of kind, as stated by Millett LJ in *Armitage v. Nurse*[8]."

[7] [2011] UKPC 13.

[8] [1997] EWCA Civ 1279.

Let's see some examples to draw a clearer demarcation between the two kinds of negligence,

Negligence
• Slip-and-fall injuries coupled with the non-usage of precaution such as a "wet floor" sign.
• Theft on the premises caused as a result of improper security measures or faulty security technology.
• Illness caused due to faulty or improper food and beverage preparation.
• Assault, theft, inappropriate sexual advances or other misconduct by hotel staff.
• Employee and management's attitude that is often careless and inconsistent with the level of competence and standards anticipated by someone working in a comparable industry.
Gross Negligence
• A hotel does not adhere to proper safety procedures and fire danger precautions. A few of the customers sustain personal injuries as a result of the fire. In spite of this, the hotel does not take the same action, and in a related event that occurs later, additional guests suffer injuries from another fire. Here, the hotel administration is fully aware of the gaps in its fire safety protocols, yet they take no action to address them. This would be considered egregious carelessness since it demonstrates a total lack of concern and disrespect for other people's safety.
• A hotel offers meals and/or refreshments to its guests with the knowledge that the standard of the food and/or beverages is significantly lower than the standards required. Even if it is known that consuming the meals and refreshments would probably have an adverse effect on the consumers' health, this demonstrates complete disrespect for their safety and well-being.
• A hotel's swimming pool's diving board has been the source of several little mishaps. Because the hotel administration has not employed a lifeguard for the same reason, a visitor injures himself and needs other guests to help him. The act of not employing a lifeguard may be considered egregious negligence in and of itself because everyone is aware of the risks connected to swimming pools and diving boards, and the hotel's visitors should be provided with such facilities.

Vinay Rajkumar Rajpal[9] and his spouse had booked into Park Hyatt Goa Resort & Spa, as Vinay was going into the restroom, he tripped and fell, breaking multiple bones. By ruling dated January 25, 2012, the Goa State Consumer Disputes Redressal Commission held the following:

"The pictures and evidence provided demonstrate that the restroom in room 321 was, in fact, strange. Although the petitioner has not provided an explanation for this statement, we believe the bathroom was unusual because it had a sunken area that might have been utilized for both a bathtub and a shower, and in addition, there were three inclined steps that needed to be ascended down lacking any sufficient support. Without the right assistance, it wouldn't have been possible to descend three sloping steps. The polished Egyptian marble steps that lead to the restroom were slanted facing the restroom to prevent extra water from building up on them, even though the steps should have been arranged at least one level down and in the opposite direction. The floor of the restroom and the bathtub were composed of rough stone that is called Tumble Rock. It is acknowledged that there was in fact another occurrence on September 15, 2007, that was comparable to this one and involved a man named Neeraj Goenkar. The opposing party did not take any anti-skid preventive measures regarding the aforementioned actions until after the first incident. Yes, a duty to care comes at a late age! Regarding the handrail, as was already noted, in addition to being awkwardly positioned at a lower level where even a person of normal height had to bend to grip it, it was also short and did not provide support while taking the second or third step. Stated differently, it provided no assistance for descending sloping, polished marble stairs. for a mishap to occur. A five-star hotel would not have done this. Finding out whether the petitioner fell face down, on his back, on the bathtub trough, or on the stairs would be quite pertinent, but the fact remains that the petitioner had injuries to his left ramus and right jaw."

[9] *Vinay Rajkumar Rajpal v. Parkhyatt Goa Resort & Spa.*

In *Taj Mahal Hotel v. United India Insurance Company Ltd.*[10], *"a person visited the hotel in his Maruti zen car on 1 August, 1998. After reaching the hotel, he handed over the car and its key to the hotel valet parking and went inside the hotel with the parking tag which contained the condition that the hotel would not be responsible for any loss, theft, or damage and that the guest had parked the car at his own risk and responsibility with no claim against the management. When the person came back, his car was stolen. The issue in this case was whether the hotel could be held liable for negligence of theft under the law of bailment and whether the hotel is discharged from the allegation by the insurance company that the hotel was negligent in its conduct. The Supreme Court held that the hotel cannot exclude its legal liability for breach of its duty for reasonable care of the car parked within its premises. The condition on the tag cannot be used to exclude the standard of care required to be taken by the hotel in respect of the consumer's car. Since the car was stolen from the hotel's premises, it was prima facie established that the hotel has failed to take due care as required by the law and Court relied on Mahamad Ravuther v. British Indian Steam Navigation Co. Ltd, held that the hotel cannot contract out of its obligation under Sections 151 and 152 of the Contract Act as this can be increased and not decrease what has already been provided the standard of care by the law i.e., reasonable standard of care in similar circumstances."*

In *Klaus Mittelbachert v. East India Hotels Ltd*[11], *"a German national co-pilot in Lufthansa, landed in Delhi for his layover and stayed at Hotel Oberoi Intercontinental. The hotel had a swimming pool and diving facility. The plaintiff (Klaus) visited the swimming pool, while diving, he met with an accident. He had hit his head on the bottom of the swimming pool. The suit was filed for compensation for the injuries caused. The plaintiff contended that the diving board suggested a proper depth of water into which a swimmer could dive. The hotel owed the plaintiff a duty to take care and ensure his safety, failing that they are guilty of negligence.*

[10] AIR 2020 SC 597.

[11] AIR 1997 Del 201.

The defendant contended that the plaintiff was negligent as he was drunk and there was a board clearly saying dive at your own risk. The court held that the plaintiff was not much drunk as not to take care of himself. The degree of care, as observed depends on the facts and circumstances of the case, requires that the hotel implied assures the guest through himself or his agents, servants to take proper care of the safety of the customer. Not only the building but the services offered there at have to be safe and immune from any danger inherent or otherwise. The quality and safety of the services offered increases with the quantum of the price paid for being guest at the hotel. The higher charges fixed by the hotel required it to exercise higher degree of care which it failed. The Court also observed that the hotel is held liable as, in absence of any specific warning, the swimming pool and the availability of the diving board over the swimming pool is an invitation to the guests to take dive into pool and implied warranty about the height and safety of the pool."

The Perspectives
• The employer will be liable for the acts of the employee if the act was committed by him within the scope of employment. the act should be one which is considered to be done in ordinary business.
• There is presumption that the employer is liable, but he can exclude the liability by proving that the loss did not occur due to any fault or negligence on its part or the act by the employee did not occur within the scope of the employment. The complainant guest has the initial burden to prove the negligence and the presumption will arise. The employer can prove that he has taken requisite care and has not been negligent. This is the prima facie liability approach.
• Other perspective is that when the guest is also responsible for the injury caused under the principle of contributory negligence. The claim of damages will then be reduced or dismissed depending on the circumstances.

To conclude, in an HMA, the operating brand is often indemnified by the owner against any loss, damage, and responsibility that may arise from the operating brand's operations of the hotel. Typically, the operating brand's purposeful wrongdoing and gross carelessness are the exceptions that qualify for discharges and indemnities. The effectiveness of such wide indemnities is questioned, though. For instance, agents are often required by Indian law to discharge their tasks with due diligence and focus. According to judges, there is always a degree of difference between carelessness and severe negligence. Therefore, an owner's capacity to seek remedy from the operating brand for negligence is restricted to situations in which the operator's carelessness is extremely reckless; these types of situations would be contingent on the specific facts of each case and would be incumbent upon the owner to prove.

CHAPTER VI - THE OWNER, THE OPERATING BRAND AND DISPUTE RESOLUTION

The pursuit of an elevated rate of gain by hotel owners and the issues of operating brands over the preservation of their brand standards and aesthetic are perpetually at odds in the hospitality sector. This economic strain has been made worse by the COVID-19 epidemic, which has also led to disagreements between the two parties. Disputes resulting from actual or fabricated conflicts alleging significant violation or failure on the side of the opposing party are likely to persist for a prevalent time period. A wide variety of hotels are included in the hospitality sector, including corporate hotels, resorts with international brands, and low-cost lodging. Larger hotels are nearly always owned and run independently by chain management organizations, whereas smaller hotels are frequently run by owners themselves. When examining the connection between the owner and operating brand, two elements are crucial:

- the degree of authority that a hotel owner grants an operating brand; and,

- the specific duties of the operating brand, who is often an independent contractor performing a certain range of services under contract, as opposed to an agent who would have implicit or fiduciary duties to the owner.

The owner of the hotel invests a significant deal of financial trust and faith in the operating brand in order to run the hotel optimally in a way that benefits both of them. In addition to this trust and faith, the hotel owner gives to the operating brand a significant degree of power. The hotel owner, who has likely invested a significant amount of money in the purchase and construction of the facility, is looking for quick profits on its equity and is placing a lot of trust in the operator it has personally selected due to their reputation and expertise. The hotel owner's financial obligation remains for the duration of the operating agreement, which normally has a 10-year maximum period with a renewal option that is usually at the operating brand's discretion. The hotel owner bears all expenses related to the real estate and upkeep of the establishment. Operators usually deduct a portion of their leadership fees "off the top", which means that they are paid their share even if the owner hasn't made any money during that relevant period.

Subsequently, the public's understanding of the operating brand is shaped by associations and perceptions of characteristics linked to the brand, the operator—especially one with a well-known brand name and numerous hotels under its management—needs to guarantee uniformity in the amenities, advertising, marketing, and advancement of every establishment beneath its management. This serves as a draw and retention factor for the guests staying at the hotels run by these companies. This ultimately results in the return on investment (ROI) that every hotel owner hopes to achieve from each venture and the operating brand adding additional owners to their roster.

It goes without saying that an owner's expectations about an operating brand's accountability and ability to satisfy financial performance benchmarks strongly correlate with the amount of authority that the owner grants to the operator. Disputes usually start from the owner's end when their requirements are not satisfied.

"Eventually a point comes when a third party must make the decision, even though advisers and attorneys must make every effort to foresee hazards in an HMA and propose ways to reduce them. As an individual previously stated, "There are times when we as lawyers must be the rescuers beneath a cliff, but we additionally require serving as a barrier on its brink."

The question of authority remains a source of contention even in the absence of any contractual obligations. Being allowed to take actions that have been, in their opinion, most beneficial to the operation of the hotel is one way that the owner hopes to protect its investment and guarantee the most return on it. Usually, the goal of these choices is to generate cash flow by lowering expenses and raising occupancy. Naturally, the operating brand is more focused on upholding the reputation of its brand and considers the effects on its whole portfolio rather than just the financial performance of a specific property. As a result, the operating brand typically resists giving the owner excessive power, which eventually, calls for grave disputes.

In HMAs, different operating brands typically use two strategies: (a) arbitrate conflicts; or (b) have a specialist in the hospitality industry make the conclusion. Nonetheless, some operators do choose to have all conflicts settled through arbitration.

One of the most common ways of resolving disputes is arbitration; therefore, when establishing an arbitration provision in an HMA, there are a few things to keep in mind.

Institutional or Ad hoc Arbitration

An institutional arbitration is one that is carried out with support from an arbitral organization, such as the International Chamber of Commerce (ICC) or the Singapore International Arbitration Centre (SIAC). The arbitral institution often determines the remuneration for the arbitrators (which may be based on the total amount at issue), exchanges and distributes pleadings, upholds procedural deadlines, and evaluates the arbitral decision.

An arbitral tribunal acting on its own is conducting an ad hoc arbitration. The parties will immediately nominate a three-person panel or, in some cases, a single arbitrator. Should the parties be unable to come to an agreement over the arbitrator's appointment, they will need to turn to the court for support. The arbitrators themselves will decide on the arbitrators' fees as well as the format for the arbitration hearings.

The best-case situation for an HMA would presumably be to name an institution in the dispute resolution section. It can also be a good idea to check the institutional norms before identifying the institution. For example, in order to prevent numerous arbitration hearings, it would be beneficial to designate an institution that allows for the consolidation of proceedings if there are various contracts pertaining to the same subject matter.

In an HMA, if the dispute resolution clause provides for institutional arbitration, generally an institute itself will provide for the number of arbitrators as per the quantum of the monetary claims.

Arbitration Rules

The arbitration rules, which will also be governed by the arbitration legislation of the arbitration's venue, should be agreed upon by the parties. When parties decide to have arbitrations handled, they often accept the institution's arbitration rules. The SIAC, ICC, and UNCITRAL rules are a few of the more widely employed arbitration rules among parties.

Place of the Arbitration

It is recommended that the parties choose a location that is both impartial and where the local courts will uphold the arbitral procedure and enforce the arbitration agreement. For example, because of its structured legal system that upholds the rule of law and neutrality, Singapore is a preferred destination for parties conducting business in Asia. Additionally, Singaporean courts are quite supportive of arbitration.

Though it is usually preferable to have the "seat" in a country that supports arbitration, the HMA's subject matter additionally needs to be taken into account. It could be wise to have the "seat" in India, for example, if the hotel's site is in India and the parties to the HMA are in the USA and Singapore. This is due to the obvious fact that the parties will file requests for temporary relief in the courts of the "seat" until a tribunal is assembled. Now, the order would need to be transported to India and appropriate actions could need to be launched for the order to be executed if the "seat" were in a country other than India and the courts there passed an interim measure safeguarding the hotel property. Additionally, in the event of an institutional arbitration, the arbitral tribunal may decide the "seat" of arbitration if the parties do not agree upon it in the dispute resolution provision.

Enforcement and Annulment/Setting aside of Awards

Once rendered, a decision in an international arbitration may be enforced in any nation party to the 1958 New York Convention (NYC). Additionally, the prize has to be given in a nation that participates in the NYC.

Whenever it pertains to annulment and/or setting aside of awards, the arbitration's "seat" is crucial since it is where the processes for annulment and/or setting aside will be submitted. The award must comply with the legislation of the "seat". For this reason, it is best to have the "seat" in a jurisdiction that accepts arbitration. To give an example, an award made in a Swiss-seated international commercial arbitration may only be contested before the Swiss Federal Tribunal. The parties may elect to test the High Court's ruling before the Supreme Court of India, which could be a more time-consuming procedure, if the same award is made in an India-seated arbitration. The challenge proceedings must be submitted before the pertinent High Court.

CHAPTER VII – LICENSING REQUIREMENTS, REGULATIONS, AND POLICIES

The pertinent and obligatory laws and guidelines that affect India's hospitality sector are listed below. The restrictions listed below are meant to serve as broad guidelines only and might not prove all-inclusive.

License/Certificate/Permissions	Issuing Authority
Approval for Land-use/Clearance for Building plans and FAR	Local Development Authority
Project Approval/Approval for Hotel's Heightd	Local Development Authority/Department of Tourism/Ministry of Civil Aviation
Building Completion Certificate and/or Occupancy Certificate	State Urban Development Authorities
Boarding Lodging/ Sarai Act	Local Municipal Body
Restaurant License/ eating House License	Local Municipal Body
Fire NOC	Chief Fire Officer/Local Fire Department
Lift Fitness	Chief Inspector Electrical/Vendor
Swimming Pool	Police deptt. And Fire and safety officer/Sports Authority
Liquor/Bar License	Excise Department
Food Safety and Standards Authority of India (FSSAI)	FSSAI Authority
Water and Air pollution	State Pollution authorities
Approval for operation of Laundry	Local Body for discharge of waste water/ State Pollution authorities
Shops & Establishment Act/ Sarai Act	The Department of Labour
Permission under Weights and Measures Act	Controller of weights and measures
Trade License	Local Municipal Body

GST Registration	GST Department
Contract Labour Registration	Local Labour Office
Tube Well	Central Ground Water Board
Export/Import Code	Directorate General of Foreign Trade
Liquor Import/ Import License	Directorate General of Foreign Trade
NOC from Municipal Health Officer (PFA)/NOC from Municipal	Local Body/ Health Officer/Chief Medical Officer
Approval for Garbage disposal/ sewage discharge	Local municipal body
Classification Certificate	Department of Tourism
Moneychangers license	RBI/ Franchiser
Provident Fund Registration	PF Authorities
Employee State Insurance Registration	ESI Authorities
Land and Property Tax	Local Development Authority
Public Entertainment License	Entertainment Tax department
Tourism Registration	Department of Tourism
Signage License	Local Municipal Body

Lex Favios has been advising on the following with regard to the aspects of the Hospitality Sector:

- Development and construction, land use and entitlements, acquisition and sale of hotels, lending and financing, leasing, operation, management, franchise and licensing, trademarks, branding, formation of joint ventures and limited liability companies, hotel mergers and acquisitions, union and employment matters, real estate acquisition;
- Assisting clients in all matters of their hotels and hospitality business, including in the negotiation and documentation of all types of documents in the hotels and hospitality business including purchase & sale contracts, exchange, affiliation & related agreements, ground, office, restaurant & retail leases, redevelopment agreements, limited partnership & joint venture agreements, franchise & license agreements, other licensing applications;
- Undertaking hotel due diligence and title search for land/property;
- Drafting and reviewing of the agreements such as Operation & Management Agreements, Reservation Services Agreement, License Agreement, Technical Services Agreement and Marketing Agreement;
- Review of all applicable approval(s) and licenses at Pre Opening Stage and for operating the Hotel;
- The Firm has extensive experience in negotiating Operation & Management Agreements and other related contract with respect to key international hotel chains such as Starwood, Carlson, Intercontinental, Marriott;
- The members of the Firm have in the past assisted clients with respect to Govt of India disinvestment programme and advising clients on bidding for the property(ies) such as Hotel Lodi (Delhi), Hotel Kanisha (Delhi), Hotel MBD (erstwhile Hotel Ashoka, Kolkata), undertaking legal due diligence.

List of Key Transactions:

- Represented InterContinental Hotel Group for a deal to re-brand 14 hotels across 2000 rooms (operating and under construction) for the Holiday Inn Express brand across the key cities of India, such as Ahmedabad, Bengaluru, Chennai, Delhi NCR, Hyderabad, Kolkata, and Mumbai. Inter-Continental Hotels Group (IHG) has partnered with SAMHI, a hotel asset company, for a deal to re-brand 14 hotels across 2000 rooms (operating and under construction) for the Holiday Inn Express brand.
- Advised Mushtaq hotels, Kashmir for multiple hotel deal. The Carlson Rezidor Hotel Group entered into a partnership with the Mushtaq Group of Hotels for opening seven hotels in the State of Jammu and Kashmir. The partnership will bring three new hotels to the state, while four existing Mushtaq hotels will be upgraded to Carlson Rezidor standards, with a total investment of about Rs. 1000 crore. This deal is the biggest in India's hotel industry, the first hotel would be opened in Srinagar in the fourth quarter of 2016. The other six would be set up in Jammu, Sonmarg, Gulmarg, Tanmarg and Pahalgam.
- 'Re-branding of 14 Hotels Pan-India under the name of Holiday Inn Express - Lex Favios represented InterContinental Hotel Group for a deal to re-brand 14 hotels across 2000 rooms (operating and under construction) for the Holiday Inn Express brand across the key cities of India, such as Ahmedabad, Bengaluru, Chennai, Delhi NCR, Hyderabad, Kolkata, and Mumbai. Inter-Continental Hotels Group (IHG) has partnered with SAMHI, a hotel asset company, for a deal to re-brand 14 hotels across 2000 rooms (operating and under construction) for the Holiday Inn Express brand.
- Lex Favios advised hotel Melwa Hotels & Resorts, a Sri Lankan company, when it signed six management agreements with Hilton. Melwa is to invest US$100 million to construct six new properties in Sri Lanka that Hilton will manage - three Hilton Hotels & Resorts and three DoubleTree properties in Srilanka.

- Lex Favios advised S D Hotels & Hospitality Private Limited with respect to Hotel Management Agreements and related agreements for setting up of 74 Room JW Marriott Thimpu, Bhutan.
- Acted as legal counsel to Baani Group with respect to negotiations with respect to Hotel Management Agreement and related agreements for upcoming property at Hilton Gurugram Baani City Centre for their upcoming hotel property in Gurgoan, NCR Delhi.
- Advised Aarth Real Tech Ventures Private Limited on the negotiation with The Indian Hotels Company Limited (IHCL) – Taj Group of Hotels, a leading hospitality company in India. The agreements include a Hotel Management Agreement and a Technical Services & Development Assistance Agreement.
- Advised Royal Developers, in their strategic partnership with Lemon Tree Hotels. Lex Favios advised and negotiated the several key agreements, including a Hotel Operating Agreement and other related agreements that laid the foundation for a new hotel project under the Lemon Tree brand in Goa.
- Advised SA Hospitalities Globe Private Limited on its negotiations and execution of two key agreements with ITC Limited for Hotel in Rishikesh, Uttarakhand under the "Storii" brand name. The Agreements include Operating Services Agreement and Project, Technical & Development Advisory Services Agreement
- Advised Bhakti Aakarsh Residency Private Limited in their negotiations and execution of five key agreements with Marriott Hotels India Private Limited for the upcoming hotel in Vrindavan. The Agreements include Operating Agreement, License and Royalty Agreement, Electronic Technology and Services Agreement, International Marketing Program Participation Agreement and Technical Services Agreement.

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