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

CNR No. DLHC010396752026

+ **O.M.P.(I) (COMM.) 358/2026**

MR. PUNEET CHHABRA

.....Petitioner

Through: Mr. Samar Bansal, Sr. Adv., Mr. Vipul Wadhwa, Mr. Rohit Jain, Mr. Vedant Kapur, Ms. Anshika Saxena and Ms. Kashika Gera, Advs.

versus

CRIMSON EDUCATION MANAGEMENT SERVICES PRIVATE LIMITED & ORS.

.....Respondents

Through: Mr. T. Bhaskar Gowarthan, Mr. Anujdeep Kumar and Ms. Shambhavi Shiva, Advs. for R-1.

Mr. Vikram Pooseria, Sr. Adv., Mr. Sarthak Karol and Ms. Neelakshi Bhadauria, Advs. for R-2.

Mr. Anirudh Wadhwa, Ms. Vibha Pahuja and Mr. Prakhar Bajpai, Advs. for R-3.

Mr. Abhishek Jain and Mr. Rahul Lakhera, Advs. for R-4 to 6.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

31.08.2026

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1. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter "A&C Act") has been filed consequent to certain disputes arising between the parties in the context of a Master Agreement and Call Option Agreement dated 19.09.2021. The said agreements have been filed as documents P-4 and P-5 to the present petition.



2. The petitioner and respondents are parties to the said agreement.
3. The dispute effectively is between the petitioner and the respondent nos.1 to 3. The respondent nos.4 to 6 are the co-borrowers and stand on the same footing as the petitioner vis.a.vis. the respondent nos.1 to 3.
4. The said Master Agreement dated 19.09.2021 contains an Arbitration Clause as under:

“17. ARBITRATION

17.1 If any dispute arises amongst the Parties hereto out of or in connection with this Agreement, whether during the subsistence of this Agreement or thereafter, including any question regarding its existence, validity, termination, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties shall endeavor to settle such dispute amicably.

*17.2 In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 (Thirty) days from the date when a notice of dispute is issued by any of the Parties, the dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (including any amendment or re-enactment thereof) (“**Arbitration Act**”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The arbitral tribunal shall consist of a sole arbitrator, appointed by the jurisdictional High Court upon application by any party to the dispute in accordance with the Arbitration Act. The seat of the arbitration shall be New Delhi, India. The arbitration proceedings shall be conducted in accordance with the Arbitration Act and shall be conducted in the English language. The Arbitrator shall also decide on the costs of the arbitration proceedings.*

17.3 If any dispute, difference or other matter raises issues which are substantially the same as or connected with issues raised in a dispute which has already been referred to arbitration under this Agreement any other Transaction



Document (“Existing Dispute”), or arises out of substantially the same facts as the subject of an Existing Dispute (in either case, a “Related Dispute”), the Arbitrator appointed in respect of any such Existing Dispute shall also act as the Arbitrator in respect of any Related Dispute. Any dispute as to whether or not a dispute is a Related Dispute shall be referred to, and finally resolved by the Arbitrator.

17.4 The arbitral award shall be substantiated in writing and the Parties shall submit to the arbitral award which shall be enforceable in any competent court of law.

17.5 The Court’s at New Delhi shall have the exclusive jurisdiction in relation to nay interim relief sought by any Party or for enforcement of any award granted by the Arbitration Tribunal.

17.6 The costs and expenses of the arbitration, including the fees of the Arbitrator shall be borne by each Party and each Party shall pay its own fees, disbursements and other charges of its counsels, except as may be otherwise determined by the Arbitrator.”

5. Respective counsel for the parties jointly submit that the aforesaid arbitration agreement contemplates a Delhi seated Arbitration by a Sole Arbitrator.
6. Since disputes between the parties are contentious and are required to be adjudicated urgently, respective counsel for the parties jointly request that a Sole Arbitrator be appointed in these proceedings itself.
7. In the circumstances, at joint request, this Court appoints Mr. Justice (Retd.) J. R. Midha, former Judge, Delhi High Court (Mobile No. +91 9717495003), as the Sole Arbitrator to adjudicate the disputes between the parties under the aforesaid Master Agreement dated 19.09.2021.
8. During the course of hearing, it is further agreed as under:



- i. The respondents shall be entitled to raise preliminary objections as regards jurisdiction/arbitrability, which shall be decided by the learned Arbitrator, in accordance with law.
 - ii. The learned Sole Arbitrator may proceed with arbitration proceedings subject to furnishing to the parties requisite disclosures as required under Section 12 of the A&C Act; and in the event of there being any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this Court.
 - iii. The learned Sole Arbitrator shall fix his fees in consultation with the parties.
9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on merits, in accordance with law.
10. Learned senior counsel for the petitioner emphasizes that urgent interim relief is required to safeguard the petitioner's rights and prevent irreparable prejudice.
11. Since an Arbitral Tribunal stands constituted by way of the aforesaid directions, this Court deems it apposite that the petitioner's request for interim measures of protection, as sought by way of the present petition, be adjudicated by the learned Sole Arbitrator under Section 17 of the Arbitration and Conciliation Act, 1996.
12. It is particularly emphasized by the learned senior counsel for the petitioner, that that an EMI payment, payable to HDFC bank, falls due on 07.09.2026, and in the event of default, the underlying assets of the society (respondent no.3), which are owned by the petitioner, would be imperiled and may be subjected to proceedings under the SARFAESI Act, 2002.



13. In the circumstances, the learned Sole Arbitrator is requested to consider the petitioner's request for an interim relief on an urgent basis and preferably before 07.09.2026.
14. The petitioner shall be at liberty to approach the learned Arbitrator for fixation of a date of hearing before 07.09.2026.
15. It is made clear that this order shall not be construed as an expression of opinion of this Court as to the merits of the controversy sought to be raised by the petitioner and the interim relief/s sought.
16. The present petition is disposed of in the above terms.
17. Copy of order be given *dasti* under the signatures of Court Master.

SACHIN DATTA, J

AUGUST 31, 2026/cl