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

CNR No. DLHC011077292025

+ **ARB.P. 4/2026 & I.A. 3196/2026**

MYEDU GALAXY PVT. LTD.

.....Petitioner

Through: Mr. Sohaib Alam, Mr. Rajesh Ranjan,
Mr. B.S. Gandhar and Mr. Anuj
Sharma, Advocates.

versus

NIIT LTD.

.....Respondent

Through: Mr. Zahid Laiq Ahmed and Mr. Yuvraj
Sharma, Advocates.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **07.09.2026**

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1. This is a petition under Section 11(6)(b) of the Arbitration & Conciliation Act, 1996 seeking appointment of an arbitrator.

2. It is stated that the petitioner had commenced operations as a franchisee of the respondent, operating a NIIT Training Centre at Sector-62, Noida, pursuant to an agreement dated 29.09.2015. Subsequently, the parties are stated to have also executed agreements dated 26.02.2019 and 24.04.2019. The said agreements are stated to have contained the arbitration agreement in Clauses 16.5 and 17.1 respectively, which are extracted hereunder:

“ARTICLE 16 : MISCELLANEOUS/GENERAL CONDITIONS

1.
2.
3.
4.

5. *All claims, disputes and differences of whatsoever nature arising out of or in*

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any manner related to this Agreement or the relationship created hereunder, raised by the Licensee or the Indemnifier whether during its term or after expiry termination thereof or prior termination shall be referred to the sole arbitration of a person to be nominated by NIIT. The venue of Arbitration shall only be Delhi. Where NIIT has claims, disputes or differences, it shall be open to NIIT, though not obligatory, to opt to be covered under this clause."

"ARTICLE 17: ARBITRATION AND JURISDICTION NIIT

Section 17.1: Arbitration All claims, disputes and differences of whatsoever nature arising out of or in any manner related to this Agreement or the relationship created hereunder, raised by the Licensee or the Indemnifier whether during its term or after expiry/ termination thereof or prior termination shall be referred to a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act 1996 (as amended from time to time). The venue of Arbitration shall only be Delhi. Where the Licensor has claims, disputes or differences, it shall be open to the Licensor, though not obligatory, to unilaterally opt to be covered under this clause."

3. It is stated that on account of the dispute having arisen, the petitioner filed an application seeking pre-litigation mediation proceedings before the Saket District Court sometime in September, 2021. It is further stated that the said mediation proceedings were declared as non-starter as the respondent did not participate in any of such proceedings. It is further stated that certain meetings were held between the parties where it is alleged that the respondent had assured that the petitioner's dues would be settled in full and final.

4. It is stated that on 17.10.2023, the petitioner formally closed the physical NIIT Training Centre at Sector-62, Noida, after completion of residual obligations. It is further stated that on 19.04.2024 a final meeting was held at the respondent's Gurugram office where the respondent expressed unwillingness to proceed with the settlement records.

5. Constrained by the above inaction, the petitioner claims to have sent a legal notice under Section 21 of the Arbitration & Conciliation Act, 1996, invoking arbitration and raising claims amounting to Rs.91,89,714/- on 11.09.2024. It is stated on 14.10.2024, the respondent had replied to the notice



under Section 21 and acknowledged the existence of an arbitration agreement.

6. It is further stated by the respondent that the said reply also contained therein a Section 21 notice issued on behalf of the respondent to the petitioner and the Managing Director-Mr. Chandrajit Singh. Ostensibly, the notice under Section 21 issued by the respondent was based on its counter claim amounting to Rs.39,86,422/- excluding consequential losses. Though both the parties have issued notices under Section 21 of the Arbitration & Conciliation Act, 1996 against each other, it appears that the parties were not *ad idem* on the procedure to be followed, which is reflected from the subsequent correspondences exchanged between them. It is that on account the present petition is filed by the petitioner.

7. Before advertng to the arbitration agreement, it would also be relevant to note that the respondent has filed an application bearing I.A. no.3196/2026 under Order I Rule 10 of the Code of Civil Procedure, 1908 seeking impleadment of one Mr. Chandrajit Singh, Director of the petitioner as a party who needs to be referred to arbitration. The said application was contested by the learned counsel for the petitioner on the ground that the Tribunal has requisite jurisdiction to decide this issue.

8. This Court has perused the agreements, which are the subject matter of the present petition and finds that Clause 11 and Clause 15 of the agreements dated 24.04.2019 and 26.02.2019 respectively referred to Mr. Chandrajit Singh as the Indemnifier of the said agreement. It is also noted that Clause 17.1 and Clause 16.5 of the said agreements contained the arbitration agreement which referred to licensee separately and the indemnifier as a separate identity. Having regard to the fact that the agreements itself contemplated the licensee and the indemnifier as two separate parties, it appears appropriate to implead the proposed respondent no.2.

9. Accordingly, Mr. Chandrajit Singh is impleaded as a party/petitioner



no.2 rather than respondent no.2 keeping in view the status of the Mr. Chandrajit Singh *qua* the petitioner.

10. However, since the impleadment was resisted, the issue as to whether the petitioner no.2 i.e. Mr. Chandrajit Singh is a necessary and proper party to the arbitral proceedings is kept open for the Arbitral Tribunal to decide.

11. Having regard to the nature of the notices under Section 21 of the Arbitration & Conciliation Act, 1996 issued by both the parties against each other, there is no doubt that there is an arbitration agreement available and enumerated in the subject matter agreements.

12. In that view of the matter, this Court is satisfied that the parties are *ad idem* on the arbitration agreement between the parties. Both the parties have consented that the matter be referred to arbitration under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the '*DIAC*').

13. Accordingly, this Court passes the following directions:

- i) Ms. Kaadambari, Senior Advocate (Mob. No. 9811111892) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the '*DIAC*').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act 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 any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of



either of the parties, are left open for adjudication by the learned arbitrator.

vi) The petitioner shall approach the learned Arbitrator within two weeks from today.

14. Needless to observe that the parties are at liberty to raise all objections on the merits of the case before the learned Arbitrator in terms of the judgment of the Supreme Court in *SBI General Insurance Company Limited vs. Krish Spinning, (2024) 12 SCC 1*.

15. The petition is disposed of.

TUSHAR RAO GEDELA, J

SEPTEMBER 7, 2026

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