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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 259/2017

INDIACAN EDUCATION PVT. LTD.

..... Petitioner

Through : Mr. Shubham Mahajan, Advocate

versus

EDUNEXT INDIA PVT. LTD. & ANR.

..... Respondents

Through : None

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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05.12.2017

None has appeared on behalf of the respondents despite notice being served upon them by substituted service in an English newspaper 'Times of India' and in 'Dainik Jagran' (Hindi Edition).

The respondent was appointed as a licensee of the Petitioner Company vide two License and Services Agreements both dated 15.03.2013 and a separate License and Service Agreement dated 05.09.2014 to establish an Authorized Learning Centres of the Petitioner Company at Lucknow, U.P.

The respondent in terms of clause 7 of all the three Agreement was liable to pay to the petitioner a certain portion of the fees and advances collected from the complainant, which he failed to pay.

On 03.04.2015 the respondent unilaterally without any cause terminated the contractual relationship existing between the parties and hence the petitioner was constrained to invoke Arbitration vide Arbitration Notice dated 26.10.2015. The respondent failed to give his

consent for nomination of the Arbitrator and did not reply to the aforesaid notice, hence this petition. The respondent is absent even after substituted service.

In view of the submissions, Mr.Akshey Chandra Advocate (Mobile No.9910401230) is hereby appointed as an arbitrator to arbitrate the disputes between the parties. He shall charge the fee as per the Fee Schedule of Delhi Arbitration and Conciliation Centre, Delhi High Court, Delhi.

Petition stands disposed of.

YOGESH KHANNA, J

DECEMBER 05, 2017

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