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

+ **O.M.P.(I) (COMM.) 292/2018 & I.A. 9380/2018**

VISHWA GYAN PUNJ TRUST PATNA

..... Petitioner

Through: Mr. Vikramaditya Singh, Mr. Zafar
Khurshid, Ms. Roshni W. Anand, Ms.
Sakshi Kotiyal, Mr. Adil Singh,
Advocates (M-8587010129).

versus

DELHI PUBLIC SCHOOL SOCIETY

..... Respondent

Through: Mr. Puneet Mittal, Senior Advocate
with Mr. Ankur Goel, Advocate (M-
9899022241).

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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06.09.2018

1. The present petition has been filed by the Petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 challenging the termination notice dated 28th March, 2018 issued by the Delhi Public School Society, terminating the arrangement between it and the Petitioner.
2. The Petitioner - Vishwa Gyan Punj Trust, Patna had entered into an agreement with the Respondent on 20th November, 2001 by which the Petitioner had commenced a school under the name of Delhi Public School, Jamshedpur. Under the said agreement, the Petitioner used to pay an annual fee for running the school as a joint venture of the Respondent. The said agreement was renewed from time to time. Lastly an agreement dated 5th November, 2014 was entered into, after the school was operating for more

than 15 years. The said agreement dated 5th November, 2014, contains the following termination clause:

"13. If any of the parties hereto at any time wishes to terminate this Agreement it shall do so by giving at least six months prior notice in writing to the other PARTY of such intention, provided that such termination shall be effective only at the close of the academic session then underway."

3. For various reasons, the Respondent issued a termination letter dated 28th March, 2018 which reads as under:

*"Mrs. Rajmani Devi
Trustee
M/s Vishwa Gyan Punj Trust
Raj Tower, Boring Road Crossing
Patna – 800001*

Dear Madam,

This has reference to the Agreement signed between The Delhi Public School Society and M/s Vishwa Gyan Trust (VGPT) on November 05, 2014 for Delhi Public School, Jamsehdpur at Vill – Turyabera, P.O. – Bhilai Pahari, Mango, JAMSEHDPUR – 831018.

Please be informed that the competent authority of the DPS Society has decided to invoke Clause no. 13 and hereby gives notice for termination of the above said Agreement with effect from April 01, 2019. Consequently VGPT will not use the Name/Logo of Delhi Public School or any other symbol, logo, name or acronym similar, identical or deceptively similar Name/Logo/Motto of DPSS even if it desires to run a School in the same premises or elsewhere after March 31, 2019 i.e. at the end of Academic year 2018-19.

*Yours sincerely,
(R. Taneja)
Secretary"*

4. The agreement between the parties contains the following arbitration clause:

“16. All questions/ issues relating to the interpretation and meaning of this Agreement and any other dispute and difference arising between the parties hereto either during subsistence of this Agreement or upon termination hereof shall be referred to the sole arbitration of a nominee of the Chairman, DPSS and whose decision shall be final, conclusive and binding on the parties to this Agreement.”

5. The basic grievance of the Petitioner is that it is a school which has been running for more than 15 years and it has several students who are enrolled on its rolls who are being imparted education. The concern which is of immediate nature is the fact that the students who constitute the batch of class 9th and 11th currently would be filling their forms for appearing in the class 10th and 12th Board Exams in the academic session 2019-20 (*‘transition batch’*). The non-registration of these children would result in enormous injury to their educational interest and careers if the name of the school is not used for registering the said students. They may have to leave the school and look for an alternate school. The Petitioner, however, has no difficulty in otherwise changing over the name of the school w.e.f. 1st April, 2019 and does not raise any dispute in respect of the termination to that effect. However, the only concern that the Petitioner has, is in respect of the children who are currently studying in class 9th and 11th and are hence in the transition batch.

6. Mr. Puneet Mittal, Senior Advocate for the Respondent fairly concedes that so long as the Petitioner abides by the consequences of termination under the agreement w.e.f. 1st April, 2019, the transition batch

may be permitted to register for the Board Exam for class 10th and 12th for the academic session 2019-20.

7. Accordingly, it is directed that the children in the transition batch children currently studying in class 9th and 11th may register themselves with the Central Board of Secondary Education for class 10th and 12th Board Exams for the academic session 2019-20 in the current name of the school i.e., Delhi Public School Jamshedpur. Except for the registration of the transition batch and issuance of certificates to them, the name of the Petitioner school shall be changed w.e.f. 1st April, 2019.

8. Both counsels submit that with this, there is no arbitral dispute that remains between the parties. Directed accordingly.

9. The Petitioner shall change its name w.e.f. 1st April, 2019 except to the extent permitted above. The certificates for the transition batch would be issued at the end of the academic session 2019-20 in the name of Delhi Public School, Jamshedpur.

10. The Petitioner shall seek all requisite approvals for change of name. This order, though passed in a Section 9 petition, shall be treated as a final settlement of disputes between the parties and shall bind them as a final award.

11. The petition is disposed of in the above terms.

PRATHIBA M. SINGH, J.

SEPTEMBER 06, 2018

Rahul