



2024:DHC:5055



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 633/2023****EXTRAMARKS EDUCATION INDIA PVT. LTD. ...Petitioner****Through: Mr. Zeeshan Hashmi and Mr.
Ankit Parashar, Advs.****versus****ST. JOSEPH KINDERGARDEN & ORS.Respondents****Through:****CORAM:****HON'BLE MR. JUSTICE C.HARI SHANKAR****ORDER (O R A L)**

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05.07.2024

1. This petition under Section 11 (6) of the Arbitration and Conciliation Act 1996 ('the 1996 Act') arises out of an agreement dated 8 March 2017, executed between the petitioner on one part, and the three respondents on the other.

2. This agreement was subsequently extended on 22 March 2017 and thereafter on 27 March 2017.

3. The agreement contains the following clause, whereby disputes arising under the agreement were required to be settled by arbitration:

"13. Governing Law, Jurisdiction and Dispute Resolution

This Agreement shall be governed by the laws of India and courts situated at Delhi alone shall exercise exclusive jurisdiction. Any disputes arising out of this Agreement shall be referred to a sole arbitrator to be appointed by EM. The School agrees that the fact that the sole arbitrator shall be appointed by EM shall not be used by the School to raise pleas of bias or prejudice against the sole

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HARI SHANKAR
Signing Date: 09.07.2024
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arbitrator”

4. The petitioner after addressing certain preliminary notices of demand, finally invoked arbitration, by notice dated 30 May 2022. The claim of the petitioner in the said notice was of ₹ 44,11,603/-.

5. Subsequently, with the intervention of the Delhi High Court Mediation and Conciliation Centre, the petitioner has settled the dispute with Respondent 1.

6. No settlement could, however, be reached with Respondents 2 and 3.

7. Respondents 2 and 3 are also absent when the matter is called out.

8. In the circumstances, the requisite ingredients for the court to exercise jurisdiction under Section 11 (6) of 1996 Act are present.

9. The dispute has admittedly arisen within the four corners of the agreement dated 8 March 2017 read with addenda dated 22 March 2017 and 27 March 2017.

10. The petitioner and the respondents are parties to the agreement.

11. The agreement dated 8 March 2017 has an arbitration clause, which confers jurisdiction on the court and arbitrators in Delhi to deal with the matter.



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12. In view of the aforesaid, this Court appoints Mr. Amit Sinha, Advocate (Tel: 9810673337) to deal with the dispute between the parties.

13. The learned Arbitrator shall be entitled to fix his fees in accordance with the Fourth Schedule to the 1996 Act. The learned Arbitrator would also furnish the requisite declaration under Section 12 of the 1996 Act before entering on reference.

14. The petition stands disposed of in the aforesaid terms, with no orders as to costs.

C. HARI SHANKAR, J.

JULY 5, 2024

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Click here to check corrigendum, if any