

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION (L) NO. 5549 OF 2025**

Miles Education Pvt. Ltd. ...Petitioner

Versus

R.B. Chemicals ...Respondent

COMMERCIAL ARBITRATION PETITION (L) NO. 7219 OF 2025

Miles Education Pvt. Ltd. ...Petitioner

Versus

Dinesh Kumar Sanghai ...Respondent

Mr. Karl Tamboly, a/w Warisha Parkar, Pranav Saini, i/b Warisha Parkar i/b Luthra & Luthra Law Offices India, for the Petitioner.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 11, 2025

PC :

1. These are Petitions filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking urgent interlocutory reliefs in view of the correspondence from the Respondent asserting right to terminate a Leave and License Agreement dated December 17, 2021 (“**Agreement**”).

2. A plain reading of the Agreement would show that Clause 4 deals with a lock in obligation whereby termination is prohibited during

the lock in period. Clause 19 of the Agreement deals with a termination right which permits termination upon occurrence of a default and that too with a cure period being permitted for remedying the default. Against this backdrop, a letter received on November 4, 2024 and another letter dated November 14, 2024, indicate that the Respondent's reading of Clause 4 (which is an obligation) is, *prima facie*, misplaced (because he reads the obligation as a right). It is also *prima facie* noteworthy the field is actually occupied by a specific clause in the Agreement, being Clause 19.

3. In these circumstances, as an ad-interim measure the Respondent is prohibited from terminating the Agreement until the next date. Let a reply be filed no later than March 25, 2025. Rejoinder, if any, be filed no later than April 1, 2025. list under the caption “***Post-Notice Matters***” on ***April 2, 2025***.

4. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]