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

+ **ARB.P. 331/2025**

EXTRAMARKS EDUCATION INDIA PVT LTDPetitioner

Through: **Mr. Ankit Parashar, Mr. Saurav Sapra
and Ms. Mitati Yadav, Advs.**

versus

OPG WORLD SCHOOL & ORS.Respondents

Through: **Mr. Sidharth Mohan, Adv.**

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+ **ARB.P. 334/2025 and I.A. 9225/2025**

EXTRAMARKS EDUCATION INDIA PVT LTDPetitioner

Through: **Mr. Ankit Parashar, Mr. Saurav Sapra
and Ms. Mitati Yadav, Advs.**

versus

OPG WORLD SCHOOL & ORS.Respondents

Through: **Mr. Sidharth Mohan, Adv.**

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

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16.04.2025

1. Heard learned counsel appearing for the respective parties in both these matters.
2. On an objection being raised by the learned counsel who appears for respondent no.1-OPG World School, regarding the deletion of the name of the remaining respondents, learned counsel for the petitioner contends that



he does not have any objection if the remaining respondents are deleted from the array of parties subject to reserving the rights and contentions of the petitioner.

3. In view of the aforesaid submission, the names of the remaining respondents except respondent no.1-OPG World School, for the time being, stand deleted from the array of parties.

4. Further, the liberty is reserved for the applicant to revive the request for array of any of the parties to the proceedings during the pendency of the arbitration proceedings. The same shall be considered in accordance with law.

5. Learned counsel for respondent no.1 further submits that the adjudication of these two matters should be strictly in accordance with agreements dated 26.09.2019 and 23.05.2018.

6. The Court has perused clause 11 of the agreement dated 26.09.2019 in ARB.P. 331/2025 and clause 13 of the agreement dated 23.05.2018 in ARB.P. 334/2025.

7. On perusal of the same and with the consent of the parties *qua* the aforesaid agreements, there does not seem to be any dispute for the appointment of the arbitrator.

8. Clause 13 of the agreement dated 23.05.2018 in ARB.P. 334/2025 is reproduced hereinunder: -

*“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 arbitrator. "

9. It is thus seen that the dispute is amenable to be adjudicated by the arbitrator. It is explicitly evident that where there exists an arbitration clause in the event any dispute arises between the parties, there is no impediment in appointing an independent Sole Arbitrator for adjudicating the same. Reference can be made to the decisions of the Supreme Court in ***Perkins Eastman Architects DPC v. HSCC (India) Ltd.***,¹ ***TRF Limited v. Energo Engineering Projects Ltd.***,² ***Bharat Broadband Network Limited v. United Telecoms Limited.***,³ and ***Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re*** ⁴.

10. Accordingly, Mr Rohan Yadav, (Mobile No.9811546760, e-mail id: rohanadv29@gmail.com) is appointed as the sole Arbitrator.

11. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and Regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

12. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

13. The registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

14. All rights and contentions of the parties in relation to the

¹ (2020) 20 SCC 760

² (2017) 8 SCC 377

³ 2019 SCC OnLine SC 547

⁴ 2023 SCC OnLine SC 1666.



claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

15. The petitions along with pending applications stand disposed of in the aforesaid terms.

16. In pursuant to the order dated 07.04.2025, the Registry has placed on record an explanation and the same has been perused.

17. Since all the dealing assistants, as well as AO(J), have been sensitized besides directing them to be careful and vigilant in the future, the Court, as of now, does not intend to take any action. The Court is satisfied with the explanation given by the Registry.

PURUSHAINDR KUMAR KAURAV, J

APRIL 16, 2025

aks/mj

Click here to check corrigendum, if any