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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB. A. (COMM.) 19/2025, I.A. 8267/2025, I.A. 8268/2025, I.A. 8270/2025**

NARAYAN SEWA SAMITI

.....Appellant

Through: Mr. Siddhant Sharma, Mr. Prafull
Bhardwaj, Advs.

versus

**MILLENNIUM EDUCATION MANAGEMENT PRIVATE
LIMITED**

.....Respondent

Through: Mr. Dhruv Varma, Mr. Rohit
Kathuria, Advs.

**CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH**

ORDER
01.04.2025

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I.A. 8269/2025

1. Exemption is granted subject to all just exceptions.
2. The applicant(s) shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.
3. The application is disposed of.

ARB. A. (COMM.) 19/2025

4. This is an appeal filed under section 37(2)(b) of the Arbitration and Conciliation Act, 1996 seeking to challenge the order dated 10.10.2023 passed by the learned Sole Arbitrator under Section 17 of the Arbitration and Conciliation Act, 1996, whereby the appellant was restrained from using the trademark of 'Millennium World School' or any of its variant.
5. Paras 6 and 7 of the impugned order are relevant and the same reads



as under:

“6. The Tribunal finds that the Collaboration Agreement, and in particular Clause 11 thereof, is not disputed by the Respondent. Further it also does not dispute Clause 4.4 of the Collaboration Agreement which requires the Respondent to provide the Claimant with the requisite details of its earnings including accounts and financial statements. Further, the Respondent appears to realize that it cannot continue to use the Trademark ‘Millennium World School’ any longer. Although it has volunteered to change the name by adding ‘Star’ to the above name, this is merely a ‘variant’ of the said name and therefore is still prima facie in violation of Clause 11 of the Collaboration Agreement. Consequently, the Tribunal is satisfied that the Claimant has made out a prima facie case for the grant of an interim injunction in respect of the Respondent’s continued use of the above name/trademark ‘Millennium World School’ or any of its variants, and that the Claimant would suffer irreparable damage if a temporary restraint order against the Respondent is not passed. The balance of convenience in passing such an interim order is also in favour of the Claimant.

7. Having considered the above submissions, the Tribunal orders that the Respondent be restrained from using the trademark of the Claimant ‘Millennium World School’ or any of its variants, on any board, hoarding, pamphlets, school stationery, uniforms, vehicles, advertisements either in print or electronic media, or on any infrastructure/buildings in which the school at Prayagraj is being run by it, including displaying or depicting the said trademark



and/or any of its variant on its websites, social media and any other forms of media whatsoever. This restraint shall begin operating forthwith. In addition, it is directed that in terms of the statement made today by its Counsel, the Respondent shall, upon receipt of a written request from the Claimant, furnish to the Claimant, within a reasonable period not exceeding four weeks, its statement of accounts or financial statements, concerning its earning from the year 2019-20 onwards.”

6. Mr. Bhardwaj, learned counsel for the petitioner, submits that the order dated 10.10.2023 has been passed without any reply having been filed, and solely on the basis of statements made by the counsel appearing for the appellant in the arbitral proceedings, who had no authority to make such statements.

7. Mr. Verma, learned counsel who appears on advance notice for the respondent has handed over the copy of the Arbitral award dated 20.03.2025, wherein the learned Arbitrator has passed the final award. In para 52 of the said award, the appellant has been restrained permanently from using the trademark ‘Millennium World School’ or any of its variants.

8. Para 52 of the Arbitral Award dated 20.03.2025 reads as under:

“52. Further, the Respondent is restrained permanently from using the trademark 'Millennium World School' or any of its variants, on any board, hoarding, pamphlets, school stationery, uniforms, vehicles, advertisements either in print or electronic media, or on any infrastructure/buildings in which the school at Prayagraj is being or in any school that may hereafter be run by it, including displaying or depicting the said trademark and/or any of its variant



on its websites, social media and any other forms of media whatsoever.”

9. Hence, I am of the view that the order dated 10.10.2023 has merged in the final award dated 20.03.2025 and the only remedy available with the appellant is to challenge the said award in accordance with law.

10. Granting the said liberty, the petition is disposed of.

11. All other applications are not dealt with in view of the order passed above.

12. The copy of the Arbitral Award dated 20.03.2025 handed over in court is taken on record.

JASMEET SINGH, J

APRIL 1, 2025/DM

Click here to check corrigendum, if any