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

+ **ARB.P. 704/2025, CAV 173/2025**

**MILLENNIUM EDUCATION MANAGEMENT PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Dhruv Varma, Adv.
versus

SRI JNANAGIRI EDUCATIONAL TRUST

.....Respondent

Through: Mr. D.K Devesh, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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06.05.2025

I.A. 11345/2025

Exemption allowed, subject to all just exceptions.

The application is disposed of.

ARB.P. 704/2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Master Collaboration Agreement dated 09.02.2015.

2. The arbitration clause is contained as Clause 19 and 20 of the Master Collaboration Agreement and the same reads as under:

“19 ALTERNATIVE DISPUTE RESOLUTION



All disputes arising in connection with or arising out this Agreement will be referred to final and binding arbitration under the provisions of Arbitration and Conciliation Act, 1996. For this purpose, the Parties hereby agree that the Foundation would be entitled to appoint a sole arbitrator for the settlement of the dispute. The place of arbitration shall be at New Delhi and the language English. The arbitration award shall be final and binding upon the Parties.

20 JURISDICTION

The obligations of the Parties under this Agreement shall be interpreted and construed according to the laws of India. Subject to Clause 19 herein above, the courts at New Delhi shall have the exclusive jurisdiction to entertain and try any and all disputes arising between the Parties under this Agreement.”

3. The facts are that the petitioner entered into a Master Collaboration Agreement with the respondent on 09.02.2015 for the construction, operations, management and running of a School in Hesaraghatta Road, Bangalore, Karnataka under the brand name, “The Millennium School”. As per the agreement, the petitioner granted the respondent a sub-licence for using the brand “The Millennium School”.
4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 11.02.2024.
5. Issue notice. Mr. Devesh, learned counsel for the respondent accepts notice and has no objection to the appointment of an Arbitrator.
6. I am satisfied that there are disputes subsisting between the parties and



the same can be resolved by way of arbitration.

7. For the said reasons, the petition is allowed with the following terms and conditions:

- i) Mr. Pradeep Dewan, Senior Advocate (Mob. No. 9811018702) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

8. In view of the order passed today, learned counsel for the petitioner assures that the petition filed under Section 9 of the Arbitration and Conciliation Act, 1996, pending before the Patiala Court will be withdrawn with liberty to approach the Arbitrator under Section 17 of the Arbitration and



Conciliation Act, 1996.

9. The petition is disposed of.

JASMEET SINGH, J

MAY 6, 2025/DM

[Click here to check corrigendum, if any](#)