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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1224/2024**

M/S S CHAND AND CO LTDPetitioner

Through: Mr. Sandeep Singh Nainwal,
Mr. Rajesh kumar, Advs.

versus

M/S SHARDA HIGH SCHOOL AND ANR ...Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **22.07.2025**

1. This is a petition filed under Section 11(6), 11(6A) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes arising out of the Program Agreement dated 21.03.2018 and Student Material Agreement dated 21.03.2018.
2. The arbitration clause(s) are contained as Clause 6.8 of the Program Agreement and Clause 8.8 of the Student Material Agreement and the same reads as under:

“Program Agreement

6.8 Any dispute arising from, or in connection with this agreement shall be settled amicably between the parties to the dispute and If not it shall be referred to arbitration of a sole arbitrator. The arbitrator shall be appointed by mutual consent, who shall adjudicate the same as per provisions of Arbitration and Conciliation Act 1996. The language of arbitration shall be English and the venue of arbitration shall be New Delhi. The competent Court In New Delhi alone shall



have exclusive jurisdiction In respect of all matters arising out, under or in connection with this agreement, to the extent jurisdiction is vested in courts under the Arbitration and Conciliation Act 1996.

Student Material Agreement

8.8 Any dispute arising from, or In connection with this agreement shall be settled amicably between the parties to the dispute and if not It shall be referred: to arbitration of a sale arbitrator. The arbitrator shall be appointed by mutual consent, who shall adjudicate the same as per provisions of Arbitration and Conciliation Act 1996. The language of arbitration shall be English and the venue of arbitration shall be New Delhi. The competent Court In New Delhi alone shall have exclusive jurisdiction in respect of all matters arising out, under or In connection with this agreement, to the extent Jurisdiction Is vested in courts under the Arbitration and Conciliation Act 1996.”

3. Mr. Nainwal, learned counsel appears for the petitioner and states that the settlement talks between the parties have failed.
4. There is no reply filed on behalf of the respondent, nor is there any appearance on its behalf today.
5. Hence I am proceeding to hear the matter.
6. The facts are that the petitioner and the respondent no. 2 entered into the Program Agreement dated 21.03.2018 and Student Material Agreement dated 21.03.2018, under which the petitioner supplied study material and



software to respondent No.1.

7. Respondent No.1 is the school and respondent No.2 is the society responsible for operating the respondent no. 1.

8. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 22.07.2023 and thereafter filed the present petition.

9. I am satisfied that there are disputes subsisting between the parties and the same can be resolved by way of arbitration.

10. For the said reasons, the petition is allowed with the following directions:

- i) The Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') shall appoint an arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of 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 DIAC within two weeks from today.

11. The present petition is disposed of in the aforesaid terms.

JULY 22, 2025/AS

JASMEET SINGH, J