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

+ **ARB.P. 1746/2024**

EXTRAMARKS EDUCATION INDIA PVT LTDPetitioner

Through: Mr. Ankit Parashar and Ms. Mitali
Yadav, Advocates.

versus

NARAYANA VIDYALAYAM & ORS.Respondents

Through: Mr. Pulkit Choudhary, Mr. Swapnil
Choudhary and Mr. Ishann Bhardwaj, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **08.07.2025**

1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. To the extent relevant, case of the Petitioner is that Petitioner and Respondent No. 1 entered into an Agreement on 18.01.2016 for sale, installation and service of 8 Smart Learn Classes for a period of 60 months. On 06.01.2017, Petitioner and Respondent No. 1 entered into an Agreement of Extension of sale, installation and service of 10 Smart Learn Classes for a period of 60 months, followed by further Agreements dated 07.02.2018 and 30.03.2019 in respect of 6 and 4 Smart Learn Classes, respectively.
3. It is averred that on 02.11.2020 parties entered into Memorandum of Understanding to extend the term of Agreement of all 28 Smart Learn



Classes by 6 months on account of non-usage of the products during COVID-19 lockdown. This was followed by a letter dated 02.07.2022 from the Petitioner to Respondent No. 1 for recovery of outstanding amount. Subsequent reminder and demand letters/legal notice did not yield any result and Petitioner invoked the arbitration clause in the Agreement by a sending a notice on 09.07.2024 under Section 21 of 1996 Act, proposing the name of the Sole Arbitrator and calling upon Respondent No. 1 to confirm the appointment. However, there was no response and present petition was filed by the Petitioner. Be it noted that parties attempted to explore the possibility of amicable settlement of their disputes, but mediation has failed.

4. Learned counsel for the Respondents, on instructions, submits that Respondents have no objection to appointment of a Sole Arbitrator by this Court since the existence of arbitration agreement is not in dispute.

5. Heard.

6. Under Section 11 of 1996 Act, the Court is required to examine the existence of the arbitration agreement. Respondents do not dispute the existence of arbitration agreement between the parties, which is incorporated in the Agreement dated 18.01.2016 as Clause 12. Counsels further agree to appointment of the Arbitrator by Delhi International Arbitration Centre ('DIAC') and for conduct of proceedings under its aegis.

7. Accordingly, with the consent of the parties, Coordinator, DIAC is requested to take requisite steps towards appointment of a Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be as per fee schedule of DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.



8. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
9. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
10. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

JULY 08, 2025/shivam