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

+ **ARB.P. 1820/2025**

HINDUSTAN MEDIA VENTURES LIMITEDPetitioner

Through: Ms. Preeti Goel, Mr. Anubhav Goel,
Mr. Rashmi Mishra, Ms. Priyanka Dhyani, Advs.

versus

DATA TRAINED EDUCATION PRIVATE LIMITED & ORS.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **05.12.2025**

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.
2. The brief facts of the case are that the parties entered into an Investment Agreement dated 31.10.2022 under which the petitioner invested a sum of Rs. 1.39 crores for issuance of 1 equity share and 20,929 warrants in respondent No.1 company.
3. The said Agreement contains an arbitration clause being Clause No. 13.12 which reads as under:

“Article 13.12

*Any dispute or difference arising out of or in connection
with this Agreement, which cannot be amicably settled*



within 30 days (Thirty), shall be referred to at the request in writing of the Party to binding arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996, as amended. The Language of the arbitration shall be English and the venue and seat of arbitration shall be New Delhi. Each party to the arbitration shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrator direct otherwise. The award of the arbitral tribunal shall be final and conclusive and binding upon the parties. When any dispute and difference is referred to arbitration except for the matter under dispute, the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligation under the Agreement."

4. The said Agreement also contains a put option under Article 8.4.2. The petitioner exercised the put option and the respondents defaulted in the performance of the same.
5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 11.07.2025 and thereafter filed the present petition.
6. As per the Master index maintained with the Ministry of Corporate Affairs, the email ID of the respondent No. 1 is admin@datatrained.io.
7. The respondent Nos. 2, 3 and 4 are the Promoter Director and in terms of Article 10, they are jointly and severally liable along with the respondent



No. 1 to perform the obligations of the Investment Agreement.

8. The respondent Nos. 2, 3 and 4 are served through the email ID of the respondent No.1 and through speed post on the address given in the Investment Agreement. Despite service there is nobody appearing on behalf of the respondents.

9. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.

10. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Meherunnisa A. Jaitley (Advocate) (Mob. No. 9717100486) 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 petitioner shall approach the learned Arbitrator within two



weeks from today.

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

DECEMBER 5, 2025/AS

JASMEET SINGH, J