

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 134 OF 2025

Zee Learn Limited

....Applicant

: Versus :

Great Ganges Education Society

....Respondent

Ms. Priya Nigwekar i/b. The Chambers of Jangra & Associates, for
the Applicant.

CORAM : SANDEEP V. MARNE, J.

DATED : 5 JANUARY 2026.

P.C :

1) This is an application under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) seeking appointment of Arbitrator for resolution of disputes between the parties.

2) A Franchise Agreement dated 15 February 2013 was entered into between the Applicant and the Respondent under which the Respondent was granted franchisee to conduct 'ZEE SCHOOL Program' under Petitioner's trademark 'MOUNT LITERA/MOUNT LITERA ZEE SCHOOL/MLZS'. The Program was to be conducted in Respondent's School at Unnao in Uttar Pradesh. Clause-17 of the Franchise Agreement contains arbitration clause as under :

17. Arbitration

1. If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, the same shall be resolved by

mutual discussions. In the event the Dispute is not settled through mutual discussion within 60 days of commencement of the dispute the Parties then the Dispute shall be referred to arbitration in accordance with the clause below.

2. The date of commencement of Dispute shall be the date on which either of the parties informs the other party that a Dispute has arisen between the parties.

3. Any Dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 by three arbitrators. Two arbitrators shall be appointed by both, the Franchisor as well as the Franchisee and the third arbitrator shall be appointed by the two said arbitrators. Any arbitral award issued by the said arbitrators, shall be final and binding on the Parties. The venue of the arbitration shall be Mumbai. The language of the arbitration shall be English. The Parties shall jointly bear the costs with respect to arbitration proceedings and the arbitrators provided always that each Party shall bear all costs for its attorney's fees and disbursements.

4. The provisions of the above clauses shall survive any termination of this Agreement.

3) The Respondent is served with notice. Pegasus Legal has filed Vakalatnama on behalf of the Respondent on 5 July 2023. On the said date, Advocate Mr. Shantanu Singh had appeared for the Respondent on behalf of Pegasus Legal and had made a statement that attempts were being made to reach a workable solution. However, after 5 July 2023, none appeared on behalf of the Respondent. On 11 August 2023, this Court recorded submission on behalf of the Applicant who denied having received any proposal for workable solution. Today, none appears on behalf of the Respondent when the application is called out for hearing.

4) I am satisfied that there is arbitration agreement between the parties. In that view of the matter, it would be just and proper to appoint an Arbitrator for resolution of disputes between the parties.

5) The application accordingly succeeds and I proceed to pass the following order :

(A) Ms. Spenta Kapadia, an Advocate of this Court is hereby appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Franchise Agreement referred to above. The contact details of the Arbitrator are as under :

Office Address :- 29/29A, Alli Chambers, Tamarind Lane, Fort, Mumbai-400 001.

Email ID :- spentahavewala@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of one week from the date of upload of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith a copy of this order.

(C) The learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the parties within a period of 2 weeks from receipt of a copy of this order

(D) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

(E) The sole Arbitrator shall be entitled to the fees prescribed under the Bombay High Court (Fee Payable to Arbitrators Rules, 2018) and the arbitral costs and fees of the Arbitrator

shall be borne by the parties in equal proportion and shall be subject to the final Award that may be passed by the Tribunal.

- 6) All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.
- 7) With the above directions, the application is **allowed and disposed of**.

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[SANDEEP V. MARNE, J.]