IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

CARBC No.29 of 2026

Decided on: 28.04.2026

The Learning Curve Educational Trust	… Petitioner
Versus	
The Indian Institute of Technology	… Respondent

Coram

Hon'ble Mr. Justice Ajay Mohan Goel, Judge.

Whether approved for reporting?[1] **Yes**

For the petitioner:	Mr. Ankush Dass Sood, Senior Advocate, with Mr. Vinay Kumar Pandey, Advocate.
For the respondents:	Ms. Devyani Sharma, Senior Advocate, Mr. Suneet Goel, Senior Advocate, with Mr. Vivek Negi, Advocate, Mr. Vishwas Kaushal, Advocate and Mr. Anirudh Sharma, Advocate.

Ajay Mohan Goel, Judge (Oral)

By way of this petition, filed under Section 9 of the Arbitration and Conciliation Act, 1996 for interim measures, the petitioner has, *inter alia*, prayed for the following reliefs:-

> "*a) That an Order restraining the Respondents from disturbing the possession of the Petitioner where the petitioner is running the school and the status quo may kindly be maintained with as it exists on regard to status and rights of the parties today, until the conclusion of the arbitration proceedings may kindly be passed in the interest of justice.*
>
> *b) Directions May kindly be issued granting the Petitioner a 3 period of 2 years from the date of this Order to vacate the property, remove its assets and hand over possession in accordance with Clause 14 of the Agreement Deed*

[1] *Whether reporters of the local papers may be allowed to see the judgment?*

(P-3).

c) That an interim order be issued staying the effect and operation of the termination notice dated 01.05.2024, issued by the respondent, until the arbitration proceedings are concluded. This will prevent any further execution or implementation of the termination decision which is in breach of the Agreement dated 20.11.2017 and Institutes of Technology Act, 1961."

2. The petitioner is primarily aggrieved by Notice dated 01.05.2024 (Annexure P-13), which reads as under:-

"*That, vide agreement dated 20.11.2017, you were permitted to run a school in the campus of IIT Mandi for education of children of IIT Mandi community (Faculty and staff members), surrounding Villages and people of Mandi town, regarding which a license deed dated 23.03.2019, was also prepared in between you and IIT Mandi.*

That as per the conditions specified in aforesaid agreement and license deed, either party is at liberty to terminate this agreement and license deed by giving a notice at least two years in advance.

That IIT Mandi is not interested in taking your aforesaid services, as such, IIT Mandi hereby terminates this agreement and license deed.

You are therefore requested to vacate the school premises of IIT Mandi within a period of two years from the receipt of this notice, and hand over the same with all the articles which were handed over to you for functioning this school."

3. On a query put to learned Senior Counsel for the

petitioner, as to why the petitioner has filed this petition under Section 9 of the Arbitration and Conciliation Act close to the expiry of the period of two years, provided in Notice dated 01.05.2024, to vacate the premises, he submitted that although Annexure P-13 was passed as far back as on 01.05.2024, but the order was *void ab initio,* as the Registrar, in law, had no authority to pass this order, therefore, there was no need to challenge it. Learned Senior Counsel referred to the documents appended with the petition including the Minutes of the Meeting of the Board of Governors of the respondents (Annexure P-31), dated 08.04.2026 and 10.04.2026 in general and Clause 47.5.7 of the Minutes, under the Heading "Discussion of the continuity and future management of the Campus School" in particular and submitted that in fact perusal thereof would demonstrate that till the passing of the said Minutes, there was no legal taking over of the School by the respondents and it was only on this date, that a formal decision, if it can be so called, was taken by Board of Governors, to take over said School. Learned Senior Counsel submitted that even if it is to be assumed that whatever was done by the the Board of Governors is sustainable in law, then also, period of two years is to be granted to the petitioner to vacate the premises from said date and, therefore, there was no occasion for the petitioner to have had assailed Notice dated 01.05.2024 earlier. No other point was urged.

4. On the other hand, learned Senior Counsel appearing for the respondent-Institute submitted that no case is made out by the petitioner for grant of interim. Learned Senior Counsel submitted that conduct of the petitioner itself demonstrates that it is not entitled for the reliefs being sought. She submitted that before filing the present petition under Section 9 of the Arbitration and Conciliation Act, the petitioner filed CWP No.4537 of 2026, titled Mind Tree IIT Mandi and another Versus Union of India and others before this Court, in which, the petitioner assailed order dated 01.05.2024, i.e., the same order which is appended with the present petition as Annexure P-13. Learned Senior Counsel submitted that alongwith the writ petition, an application seeking interim was preferred by the petitioners, which was dismissed by the Hon'ble Coordinate Bench of this Court by way of a speaking order on 06.04.2026. She further submitted that thereafter, the petitioners preferred an FAO, i.e. FAO (OS) No.08 of 2026, titled The Mind Tree IIT Mandi Campus School & Anr. Versus Union of India & Ors., before the Hon'ble Division Bench of this Court and said FAO was withdrawn by the appellants on 24.04.2026, on the plea that they do not wish to press the appeal, as they had already initiated proceedings under Section 9 of the Arbitration and Conciliation Act. Learned Senior Counsel, thus, submitted that what could not be gained by the petitioner in the writ, is now being tried to be gained

in these proceedings. She submitted that in the writ petition, petitioner sought a stay of communication dated 01.05.2024, which was refused by the Hon'ble Coordinate Bench in terms of order dated 06.04.2024 and in the present case, an interim is being prayed for, so that order dated 01.05.2024 cannot be given effect to.

5. Qua the contentions raised by the learned Senior Counsel for the petitioner, learned Senior Counsel for the respondent submitted that whether or not order passed by the Registrar, dated 01.05.2024 is sustainable in law, shall be adjudicated if someone assails the said order before an appropriate Authority and presently the legality of said order is not under challenge before anyone. Learned Senior Counsel further submitted that as far as reliance placed upon the Minutes of the Board of Governors is concerned, perusal thereof would demonstrate that because the period of two years, as was contemplated in communication dated 01.05.2024, was nearing, therefore, in light of this fact, the matter with regard to the future management of the Campus School was undertaken by the Board of Governors. In terms of the said Minutes, all that the Board did, was that it approved the formation of the already incorporated IIT, Mandi, Campus School Society under the Himachal Pradesh Co-operative Societies Act, 1968 for the running of the School in the future. It also approved the termination of the agreement dated 20.11.2017 with the present petitioner with Notice

dated 01.05.2024 and also noted that the termination shall take effect from 30.04.2026.

6. In rebuttal, learned Senior Counsel for the petitioner submitted that the Minutes of the Meeting of the Board of Governors were approved on 17.04.2026 and the Chairman signed the said proceedings on 21.04.2026. Therefore, it became effective only on the said date and same cannot be given any retrospective effect. Learned Senior Counsel further submitted that the Board of Governors could not have ratified an act of the Registrar of the year 2024 in the year 2026 and, therefore also, this ratification is of no legal consequence. Learned Senior Counsel further submitted that as on the date when the Hon'ble Coordinate Bench refused the interim in the writ proceedings, the Minutes of the Board of Governors were not in-existence. As per him, they were not existing even when the matter was before the Hon'ble Appellate Court.

7. I have heard learned Senior Counsel for the parties and have also carefully gone through the relevant record.

8. Record demonstrates that in terms of Annexure P-3, i.e., Agreement dated 20.11.2017, it was agreed between the petitioner and the respondent that as IIT, Mandi was desirous of having a School comprising of all classes from Pre-Nursery to Higher Secondary and as the second party was already running two Schools in Ambala, named Mine Tree Schools, therefore, they entered into

this Agreement, in terms whereof, IIT, Mandi accepted the proposal of the petitioner herein for establishing and managing a School in the IIT Mandi Campus at Kamand, District Mandi, H.P. on the terms and conditions, as were entered in the said Agreement.

9. Clause-14 of the said Agreement contains the Clause of termination of the Agreement and in terms thereof, after initial locking period of three years, the Agreement could be terminated by either side with or without giving any reason by giving written Notice of at least two years in advance.

10. Clause-15 of the said Agreement envisages that the parties will earnestly try to amicably settle any difference/dispute that may arise on the scope of the Agreement or any matter connected thereto through mutual discussion. However, if no settlement of the dispute can be reached through such discussion within a reasonable time, the dispute shall be referred to the Director, IIT, Mandi, who will act as an Arbitrator and whose decision shall be final and binding upon the parties.

11. Obviously, as a dispute arose after passing of Annexure P-13, i.e. the Notice of termination of the contract by IIT, Mandi, the parties are before the Court.

12. Section 9 of the Arbitration and Conciliation Act provides that a party may before or during an Arbitral Proceeding or at any time after the making of the Arbitral Award, but before it is

enforced in accordance with Section 36, apply to a Court, *inter alia*, for an interim measure of protection in respect of the matters enumerated therein.

13. Present petition has been filed under Section 9 of the Arbitration and Conciliation Act, seeking interim relief after issuance of a 30 days Notice to the Authority for appointment of an Arbitrator by the petitioner.

14. The moot issue for the adjudication of this Court in the present proceedings is as to whether any case is made out in the facts and circumstances of the case by the petitioner, for the grant of any interim or not.

15. It is a matter of record that the Agreement entered into between the petitioner and the respondent was terminated on 01.05.2024. In terms of this Notice dated 01.05.2024, two years period was granted to the petitioner to vacate the School premises of IIT, Mandi. Though, this Court is not going into the legality of Annexure P-13, but it is necessary to observe that the period of two years was in-consonance with Clause-14 of the Agreement, which envisaged that the Agreement could be terminated by either side, by giving written Notice of at least two years in advance. Thus, after the issuance of termination Notice dated 01.05.2024, the petitioner was aware that it was bound to vacate the School premises within a period of two years, until and unless it got rid of this termination

Notice in accordance with law.

16. Record demonstrates that that the petitioner did not approach any appropriate legal Fora against termination Notice dated 01.05.2024, until it invoked the jurisdiction of this Court under Article 226 of the Constitution of India by way of CWP No.4537 of 2026. Now, incidently CWP No.4537 of 2026 itself was filed in the month of April, 2026. The case was listed before the Hon'ble Coordinate Bench for the first time on 06.04.2026, on which date, Hon'ble Coordinate Bench refused to grant the interim being prayed for by the present petitioner, in the said writ petition by returning the following findings:-

> "*CWP No.4537/2026 & CMP No.6530/2026*
>
> *Notice. Mr. Harish Sharma, learned Senior Panel Counsel and Mr. Shivom Sharma, learned counsel, appear and waive service of notice on behalf of respondent No.1 and respondents No. 2 to 4, respectively.*
>
> *Heard. Grievance has been raised to an office letter dated 01.05.2024 (Annexure P-13) issued by respondent No.4- Registrar, Indian Institute of Technology (IIT), Mandi terminating petitioners' contract for running Campus School at IIT, Mandi. The aforesaid office communication records that in an agreement dated 20.11.2017 executed between the parties, the petitioners were permitted to run the school at IIT, Mandi campus for education of children of IIT Mandi community (faculty and staff members), surrounding villages and people of Mandi town, regarding which a licence deed was prepared between petitioners*

and IIT Mandi on 23.03.2019. The office letter/notice further states that IIT Mandi was not interested in continuing with petitioners' aforesaid service and therefore, terminated the agreement and the license deed. Petitioners were directed to vacate the school premises within two years and handover vacant possession of the same.

2. To a query of the Court, directed to the petitioners as to whether the petitioners had admitted fresh students after 01.05.2024 je, even after notice for termination of the contract was issued to them, the answer was in the affirmative. While answering the question, learned Senior counsel for petitioners referred to minutes of meeting appended at Annexpurę P-28 statedly held on 26.02. 2026 inter alia recording as under:-

> *"Dr. Sanjay Kumar informed members that the MoU between IIT Mandi and TLCET remains in force, with TLCET fully respecting its letter and spirit. He noted lingering confusion from IIT Mandi letter No. IITM/RO-133/2024/59 dated 01.05.2024, which has delayed time-bound decisions on admission, vendors, team planning, and sourcing new bus(es).*
>
> *The Registrar, IIT Mandi, clarified that the campus school team should aggressively launch the admission campaign to secure prospective students. He urged proactive resource planning, including hiring and training new team members as needed for student welfare."*

3. The above has been disputed on facts by learned Senior Counsel appearing for respondents No. 2 to 4.

According to learned Senior Counsel, in terms of Clause 14 of the agreement dated 20.11.2017, the agreement could be terminated by either side with or without giving any reason by giving written notice of at least two years in advance and that respondents No. 2 to 4 had given two years notice to the petitioners on 01.05.2024 in terms of Annexure. P-13 (impugned herein), therefore, petitioners cannot be permitted to run the school in question henceforth. Learned Senior Counsel also disputed the authenticity of Annexure P-28, the minutes of meeting purportedly held on 26.02.2026. Learned Senior Counsel further submits that minutes of meeting placed at annexure P-28 are not the actual minutes. Learned Senior Counsel for respondents No. 2 to 4 further submits that interest of all the students of the school will be duly protected by the respondents and a society for this purpose has already been formed & registered; Thåt academic interests of students presently studying, teachers and staff posted there will not be jeopardized in any manner.

4. In the above given circumstances, taking note of the stand of the respondent and noticing dispute even on facts, interim relief prayed for cannot be granted. It would be appropriate to direct the respondents to file reply. Reply be filed within two weeks.

List on 27.04.2026."

17. Feeling aggrieved, the petitioner filed FAO(OS) No.08 of 2026, titled The Mind Tree IIT Mandi Campus School & Anr. Versus Union of India & Ors, before the Hon'ble Division Bench of this Court, which was withdrawn by the present petitioner before the

Hon'ble Division Bench on 24.04.2026, in terms of the following order:-

> "*The present appeal is directed against the non-grant of interim relief vide our order dated 06.04.2026, in CWP No. 4537 of 2026, titled as The Mind Tree IIT Mandi & another Vs. Union of India & others, by the writ petitioner.*
>
> *2. Learned Counsel for the appellants submits that he does not wish to press the present appeal in view of the fact that he has preferred proceedings under Section 9 of the Arbitration and Conciliation Act, 1996, which are listed today before the learned Single Judge.*
>
> *3. Accordingly, the present appeal is dismissed, as not pressed. pressed. Pending application(s), if any, also stands disposed of.*"

18. Thereafter, on 24.04.2026 itself, the petitioner withdrew the writ petition itself and the order passed by the Hon'ble Coordinate Bench dated 24.04.2026 reads as under:-

> *"A detailed order was passed in this writ petition on 06.04.2026, inter alia, declining ad-interim relief to the petitioners.*
>
> *2. Learned counsel for the petitioners now seeks permission to withdraw the writ petition on the ground that the petitioners have availed the remedy available to them in law for the redressal of their grievances.*
>
> *In view of above, the present writ petition is dismissed as withdrawn. Pending miscellaneous application(s), if any, also stand disposed of."*

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19. Now, one thing which is evident from the facts that have been enumerated hereinabove is that the petitioner approached this Court under Article 226 of the Constitution of India, *inter alia,* praying for the same relief for which now they have invoked the jurisdiction of this Court under Section 9 of the Arbitration and Conciliation Act. A perusal of the order passed by the Hon'ble Coordinate Bench in the writ petition, dated 06.04.2026, demonstrates that it is not as if the Hon'ble Coordinate Bench was pleased to decline the interim prayed for by the petitioner on the ground that it should invoke the jurisdiction of this Court under the provisions of some other Statute. Hon'ble Coordinate Bench, in its wisdom, declined to grant the relief on merit. The order passed by the Hon'ble Coordinate Bench in appeal was not pressed on merit by the present petitioners, but it withdrew the appeal by submitting before the Hon'ble Division Bench that it had already preferred proceedings under Section 9 of the Arbitration and Conciliation Act.

20. Be it the consideration of a miscellaneous application in the writ jurisdiction for the grant of interim relief or Section 9 of the Arbitration and Conciliation Act, principles which govern the grant of interim relief obviously remain the same. These principles are, which otherwise are the tests to determine as to whether a party is entitled for grant of interim, i.e. *prima facie* case, balance of convenience and irreparable loss caused to party.

21. In the present case, the cause of action accrued in favour of the petitioner on 01.05.2024, when the termination Notice was issued by the respondent. It was categorically mentioned in the said termination Notice that the petitioner shall have to vacate the School premises within a period of two years from the receipt of the said Notice. The petitioner slept over the matter until filing of the writ petition in April, 2026. In light of the fact that the petitioner did not take steps to get rid of the Notice of termination dated 01.05.2024, for almost two years, now when the period of two years is coming to an end, by no stretch of imagination the petitioner can plead that it has a *prima facie* case in its favour.

22. Obviously, as a clear cut period of two years was mentioned in the termination Notice, calling upon the petitioner to vacate the premises and as observed hereinabove, as the petitioner did not take any step to legally get rid of this Notice well within time, therefore, balance of convenience cannot also be said to be in favour of the petitioner.

23. As the petitioner was aware from the date, it received the termination Notice dated 01.05.2024 (Annexure P-13), that until and unless it got rid of this Notice, it would have to vacate the School premises as when the period of two years comes to an end, now when this period is coming to an end, the petitioner cannot claim that it will suffer an irreparable loss in case the termination Notice is

given effect to.

24. In light of above discussion, as this Court is of the considered view that no case is made out by the petitioner for the grant of interim in terms of Section 9 of the Arbitration and Conciliation Act, this petition is dismissed.

25. At this Stage, learned Senior Counsel for the petitioner submits that the proceedings under Section 9 of the Arbitration and Conciliation Act were filed after new facts came into existence in terms of the Minutes of the Meeting of the Board of Governors. This Court is not impressed with this argument also, for the reason that primarily, the grievance of the petitioner did not arose from the Minutes of the Board of Governors, but rather it originates from the termination Notice dated 01.05.2024 itself.

26. It is clarified that the observations which have been made by this Court in the present order are only for the purpose of the adjudication of the present petition. Pending miscellaneous application(s), if any also stand disposed of accordingly.

(Ajay Mohan Goel)
Judge

April 28, 2026
(Rishi)