



2026:DHC:1713



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 25.02.2026**

+ O.M.P.(I) (COMM.) 78/2026 & I.A. 5183/2026 (For Exemption)

SHRI BHAGWAN DAS SMRITI TRUSTPetitioner

Through: Mr. Nitesh Jain, Mr. Nishant Bhargava & Ms. Apurva, Advs.

versus

MILLENIUM EDUCATION MANAGEMENT
PVT. LTD.

.....Respondent

Through: Mr. Achint Singh Gyani, Ms. Bhawna Gandhi & Mr. Amit Aggarwal, Advs.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR% **JUDGEMENT (ORAL)****HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 [**“Act”**], seeking the following reliefs:

“a. Pass an order restraining the Respondents from giving effect to any coercive step against the petitioner, acting upon Termination letter dated 23.09.2025 and preserving the rights and entitlements of the Petitioner under the agreement dated 01.06.2017, pending adjudication of disputes through arbitration.

b. Pass any other order(s) as this Hon’ble Court may deem fit and proper.”



2. Learned counsel appearing for the parties are *ad idem* that, considering the fact that the disputes have arisen as between the parties, the matter shall be referred to arbitration instead of adjudication of the present Petition on merits.

3. A perusal of the record indicates that the dispute resolution and the jurisdiction clause are stated to be at Clauses 19 and 20 of the Collaboration Agreement dated 01.06.2017. The relevant clauses pertaining to the dispute resolution read as under:

“ 19 ALTERNATIVE DISPUTE RESOLUTION

All disputes arising in connection with or arising out this Agreement will be referred to final and binding arbitration under the provisions of Arbitration and Conciliation Act, 1996. For this purpose, the Parties hereby agree that MEM would be entitled to appoint a sole arbitrator for settlement of the dispute. The place of arbitration shall be at New Delhi and the language shall be English. The arbitration award shall be final and binding upon the Parties.

20 JURISDICTION

The obligations of the Parties under this Agreement shall be interpreted and construed according to the laws of India. Subject to Clause 19 herein above. The courts at New Delhi shall have the exclusive jurisdiction to entertain and try any and all disputes arising between the Parties under this Agreement.”

4. In view of the consensus regarding the appointment of an Arbitrator, the parties expressly waive the requirements as laid down in the arbitration clause and the requirement of issuance of a formal notice under Section 21 of the Act, as well as the necessity of filing a Petition under Section 11 of the Act.

5. Since the parties have mutually consented to the appointment of an Arbitrator, and this Court is of the view that the commencement of arbitral proceedings should not be unduly delayed, it would be in the interest of justice that an Arbitrator be appointed.



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6. Material on record indicates that the valuation of the present dispute is approximately Rs. 2.5 crores.
7. Accordingly, this Court hereby requests **Hon'ble Mr. Justice Brijesh Sethi**, (email id: [REDACTED]) to enter upon the reference and adjudicate the disputes *inter se* the parties.
8. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering the reference.
9. The learned Sole Arbitrator shall be entitled to fees in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
10. The parties shall share the learned Sole Arbitrator's fee and arbitral costs equally.
11. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.
12. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.
13. The present Petition under Section 9 of the Act shall be treated as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator after entering upon the reference.
14. The parties are at liberty to raise all objections, including with respect to the jurisdiction of the learned Arbitrator, before the learned Arbitral Tribunal.
15. The Registry is directed to send a receipt of this order to the



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learned Arbitrator through all permissible modes, including through e-mail.

16. The present Petition along with pending Application(s), if any, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 25, 2026/ v/va/jk