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

+ **ARB.P. 375/2026**

ZEAL EDUCATION TRUST

.....Petitioner

Through: **Mr. Anirudh Gupta, Advocate**
versus

**M/S INNOVATIVE PROJECT MANAGEMENT SERVICES PVT.
LTD**

.....Respondent

Through: **Mr. Aekansh Shukla, Ms. Neha Jain,**
Advocates (M:9811584330)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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07.04.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a sole arbitrator for adjudication of disputes between the parties, arising out of three Fund Raising Agreements dated 18th December, 2023, 08th January, 2024 and 19th January, 2024.
2. The petitioner is a registered public charitable trust engaged in the field of education and allied social development activities.
3. The respondent is a private limited company engaged in the business of project management and fund-raising services, including Corporate Social Responsibility ("CSR") facilitation.
4. As per the facts on record, the parties entered into the said Fund Raising Agreements, whereby, the respondent undertook to arrange CSR funding for the petitioner.
5. Each of the Fund Raising Agreements provided for a structured



service fee to be paid by the petitioner, against which the respondent was to deliver concrete funding outcomes. In furtherance thereof, the petitioner paid a total of Rs. 8,40,000/- (Rupees Eight Lakh Forty Thousand only) towards the agreed processing and service fee.

6. Subsequent to entering into the Fund Raising Agreements, the petitioner also entered into an Implementation Agreement dated 22nd March, 2024, executed through “Centre for CSR and Sustainability Excellence (“CCSE”)”, which is a unit/arm of the respondent, for implementation of a CSR project titled “Pragati 2.0”.

7. Pursuant to the respondent's continuing default and its failure to release funds in accordance with the project schedule, the petitioner was constrained to terminate the Implementation Agreement on 23rd January, 2025, in exercise of its rights under Clause 14 thereof.

8. Thus, on account of the disputes arising between the parties regarding non-performance and refusal to refund the amounts due under the Agreements, the petitioner invoked the Arbitration Clause, i.e., Clause 6 in the Fund Raising Agreements *vide* Notice under Section 21 of the Arbitration Act dated 17th October, 2025.

9. In response, the respondent issued a Reply dated 12th December, 2025 to the said Notice, wherein, instead of consenting to the appointment of the Sole Arbitrator as proposed by the petitioner, the respondent proposed a joint appointment of an arbitrator, while unequivocally acknowledging the existence of disputes as well as the Arbitration Agreement between the parties.

10. However, despite the exchange of proposals between the parties, no mutual consensus could be reached, and consequently, the parties failed to



appoint a Sole Arbitrator for adjudication of the disputes. Accordingly, the present petition has been filed.

11. At this stage, learned counsel for the petitioner draws the attention of this Court to Clause 6.1 of the Fund Raising Agreements, which contain the Dispute Resolution Clause. This Court notes that the said Dispute Resolution Clause is identical across the three (3) Fund Raising Agreements, executed between the parties, and the same is reproduced as under:

DISPUTE RESOLUTION

6.1 Any controversy or dispute in connection with this agreement which cannot be amicably settled by the parties shall be decided by recourse to arbitration by a sole arbitrator, appointed by mutual discussion between The CEO of the First Party and The Chief Functionary of the second Party, which will be governed under the provisions of Arbitration & Conciliation Act, 1996, with the place of Arbitration at New Delhi. In case of any dispute the parties shall be bound to give the other party a due notice of 30 days for invoking the provision under this clause i.e. for appointment of arbitrator.

The arbitral award shall be final and binding on both parties. The courts at New Delhi, India shall have exclusive jurisdiction in respect of all matters concerning this Agreement.

12. Perusal of the aforesaid Dispute Resolution Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes between the parties to Sole Arbitrator. It further provides that the Courts at New Delhi shall have the exclusive jurisdiction. Further, the place of arbitration is also at New Delhi.

13. Learned counsel for the respondent puts in appearance and submits that he does not dispute the Dispute Resolution Clause. However, he submits that the matter be referred to mediation and in case mediation fails, then the matter be referred to Arbitration.

14. This Court notes that the petitioner has an approximate claim of Rs. 8.4 lacs.

15. Accordingly, this Court is satisfied that there is valid Arbitration Clause governing the relation between the parties.



16. However, considering the nature of disputes between the parties and the amount involved in the dispute, this Court is of the view that in the first instance, the parties be referred to mediation, before reference to an Arbitrator.

17. Accordingly, considering the submissions made before this Court, the following directions are issued:

- i. The matter is referred to Delhi High Court Mediation and Conciliation Centre, to be listed before the Senior Mediator on 13th April, 2026.
- ii. In case, the matter is not resolved through the process of mediation, within a period of four weeks from the first meeting with the Mediator, the present matter shall be referred and continued before the Sole Arbitrator.
- iii. Ms. Kiran Dharam, Advocate (Mob: 9810477646) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- iv. The Arbitrator shall not enter reference for a period of four weeks, till the report is received from the Delhi High Court Mediation and Conciliation Centre.
- v. The parties shall approach the Arbitrator within two (2) weeks of the finalization of the mediation process, in case, the mediation process fails.
- vi. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- vii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application



before this Court.

- viii. It shall be open to the respondents to raise counter-claims, if any, in arbitration proceedings.
- ix. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
- 18. The petition is disposed of in the aforesaid terms.
- 19. A copy of this order shall be sent to Delhi High Court Mediation and Conciliation Centre, as well as the learned Arbitrator, forthwith.

MINI PUSHKARNA, J

APRIL 7, 2026/au