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

+ **ARB.P. 718/2026**

STEM QUEST EDUCATION PRIVATE LIMITEDPetitioner

Through: Ms. Mansi Singh, Mr. Sanskar Nigam
and Mr. Shivam Mishra, Advs.
Mob: 8810676388

versus

FLING CREATORS PRIVATE LIMITED & ANR.Respondents

Through: Mr. Saroj Anand Jha, Mr. Rahul
Kumar, Mr. Suraj Malik Ms. Rajreeta
Ghosh and Ms. Muskan Saxena,
Advocates (Through VC)
Mob: 6392758474
Email: muskan@vedantalegal.in

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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22.05.2026

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 the Sub-Lease Deed dated 05th March, 2024, as executed between the parties.
2. On the last date of hearing, this Court had recorded that the parties were undergoing mediation proceedings before the Commercial Court, Patiala House Courts.
3. Today, learned counsels appearing for the parties submit that the



mediation proceedings have failed.

4. Accordingly, this Court proceeds with the matter.

5. As per the facts on the record, the petitioner leased out the premises, i.e., *Shop No. 1, Ground Floor, Skymark One, Tower-D, Plot no. H- 10/B, Sector- 98, Noida, Gautam Budh Nagar, Uttar Pradesh – 201301*, from the respondent no. 1, i.e., lessor, for establishing its education centre under the brand name, 'Genius Labs'.

6. The petitioner had also executed a Common Area Maintenance ("CAM") Agreement dated 03rd October, 2023, with respondent no. 2 who overlooked the maintenance, services and day to day care of the building and premise of the said property.

7. In pursuance to the aforesaid Agreements, the petitioner deposited a total sum of Rs.13,33,800/- towards rental and CAM security deposit, however, despite the same, the petitioner found several deficiencies in the premises in question, which were duly addressed to the respondents.

8. It is noted that disputes arose between the parties as the respondents failed to rectify the deficiencies as per the terms of the Agreements, which caused substantial financial loss and goodwill to the petitioner. Therefore, the petitioner issued Legal Notice dated 21st April, 2025, detailing the losses faced by the petitioner, however, no action was taken on part of the respondents.

9. Thus, in view of the conduct of the respondents, the petitioner was constrained to issue the Legal Notice dated 01st September, 2025, under Section 21 of the Arbitration Act, thereby, invoking the Arbitration Clauses in the Agreements. The said Notice was duly served upon the respondents, however, no response was filed towards the same.



10. At this stage, attention of this Court is brought to the Arbitration Clause, i.e., Clause 12.4 of the Sub-Lease Deed dated 05th March, 2024, which is reproduced as under:

“xxx xxx xxx

12.4 JURISDICTION

Any dispute differences, claims which may arise either during the subsistence of this Deed or afterwards between the Parties hereto and/or their respective representatives or any clause or anything contained herein or otherwise in any way relating to or arising from these presents or the interpretation of any provision contained herein (“Disputes”) will be first settled amicably by the Parties by way of negotiations. If the dispute is not resolved through such discussions within 15 (Fifteen) days, then same shall be referred to the Arbitration.

All Disputes which are not settled with the said period of 15 (fifteen) days, shall be referred to and settled by arbitration by a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The seat and venue of the arbitration shall be New Delhi and be conducted in English language. Any award made in such arbitration shall be final and binding on the Parties. Unless, the arbitration award otherwise specifies, the cost of arbitration shall be borne equally by the Parties.

The Courts in Noida, District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive Jurisdiction in respect of all or any of disputes. The applicable laws shall be Laws of India.

xxx xxx xxx”

11. Attention of this Court is also brought to the Arbitration Clause, i.e., Clause 13.17 in the CAM Agreement dated 03rd October, 2023, which reads as under:

“xxx xxx xxx



13.17 Any and all disputes, controversies and conflicts (“Disputes”) arising out of or in relation with this Agreement, between the Parties or the performance or non- performance of the rights and obligations set forth herein, inter alia, the breach, termination, invalidity or interpretations thereof shall be resolved/settled by the Parties amicably amongst themselves through mutual negotiations and discussions. In the event, the Parties are unable to amicably resolve their disputes, the Parties shall be referred to and settled by arbitration by a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The seat and venue of the arbitration shall be New Delhi and be conducted in English language. Any award made in such arbitration shall be final and binding on the Parties. Unless, the arbitration award otherwise specifies, the cost of arbitration shall be borne equally by the Parties.

xxx xxx xxx”

12. Perusal of the aforesaid Arbitration Clauses show that there exists a valid Arbitration Agreement between the parties, whereby, any dispute between the parties shall be resolved by way of Arbitration. Further, the seat and venue of arbitration is at New Delhi.

13. Learned counsel appearing for the respondents confirms that both the respondents are signatory to both the agreements, i.e., respondent no. 1 is signatory to the Sub-Lease Deed dated 05th March, 2024, while respondent no. 2 is signatory to the CAM Agreement dated 03rd October, 2023.

14. Learned counsel appearing for the respondents submits that he has no objection, if an Arbitrator is appointed, since the mediation proceedings between the parties have failed.

15. At this stage, learned counsel appearing for the petitioner submits that the arbitration proceedings be conducted under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (“DIAC”).



16. This Court also records the statement made by learned counsel appearing for the petitioner that the approximate claim of the petitioner is Rs.78,68,904/- (Rupees Seventy-Eight Lacs Sixty-Eight Thousand Nine Hundred Four Only).

17. Learned counsel appearing for the respondents submits that the respondents also have counter-claims, which are yet to be assessed.

18. Therefore, in view of the above and there being existence of a valid Arbitration Agreement regarding the disputes that have arisen between the parties, this Court is of the considered opinion that there is no impediment in appointment of an Arbitrator.

19. Accordingly, with the consent of the parties, the following directions are issued:

- i) Mr. Rabinder Ghumman, Advocate (Mob: +91-9999454660) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- 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 Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- v) It shall be open to the respondents to raise counter-claims, if any, in arbitration proceedings.



vi) 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.

vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.

20. It is made clear that this Court has not expressed any opinion on the merits of the case.

21. Accordingly, the present petition is disposed of in the aforesaid terms.

22. The Registry is directed to send a copy of this order to the Secretary, DIAC, as well as the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MAY 22, 2026/SK