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

+ **ARB.P. 1376/2025**

AAKASH EDUCATIONAL SERVICES LIMITED.....Petitioner

Through: Ms. Manasi Chatpalliwar, Mr. Pranav
Proothi and Mr. Anshveer Singh
Nalwa, Advocates
Mob: 9560205151
Email: mail@utkassociates.com

versus

CENTRE FOR PHILOSOPHICAL PURSUIT & ANR.

.....Respondents

Through: Ms. Anu Shrivastava, Advocate
(through VC)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
27.02.2026

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1. Mediation Report dated 25thFebruary, 2026 has been received, as per which, the matter is “*not-settled*”.
2. Learned counsels appearing for the parties submit that the parties are *ad idem* that the matter can be referred to an Arbitrator.
3. This Court notes that the disputes between the parties in the present case emanate out of a Service Agreement dated 02ndJune, 2022 (“Service Agreement”) executed between the parties. By way of the aforesaid Service Agreement, the petitioner had engaged the respondents as a service provider, in order to provide hostel and allied facilities at the GREI Campus, Bengaluru.
4. The said Service Agreement contains an Arbitration Clause, i.e.,



Clause 9, which provides for adjudication of any dispute arising between the parties by way of arbitration. The said Arbitration Clause reads as under:

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9. ARBITRATION

That the Parties agree that this Agreement shall be construed in accordance with the laws in force in India and in the eventuality of any dispute or difference (including in the eventuality of violation of any clause(s) of the Agreement by any Party) should arise on any matter relating to or arising out of the present Agreement, the same shall be referred to the arbitration within 60 days of either Party notifying the other Party of such dispute, for adjudication under the provisions of Arbitration & Conciliation Act, 1996. Parties hereby mutually agree to appoint sole arbitrator for adjudication of disputes between the Parties, whose decision shall be final and binding upon the Parties. The sole Arbitrator shall conduct the arbitration proceedings at Delhi. It is also mutually agreed between the Parties that the Parties would be entitled to invoke the present arbitration clause during or even after the subsistence of this Agreement and even after the present Agreement has expired or been terminated etc.

It is also agreed between the Parties that arbitration proceeding would be conducted in English only and in no other language. If such appointed sole arbitrator is unable to continue with such Arbitral proceedings for any reason whatsoever, a new sole arbitrator shall be appointed with mutual consent between the Parties who shall continue with the arbitral proceedings from the stage where the proceedings were left by its predecessor.

That the Courts at Delhi shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted at Delhi) over any or all disputes arising out of this present Agreement and the Parties hereby submit themselves to the jurisdiction of such Courts and/or Tribunals.

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5. This Court notes that the amount claimed by the petitioner is approximately Rs. 7,30,258/- (Rupees Seven Lacs Thirty Thousand Two Hundred and Fifty Eight only).

6. Learned counsel appearing for the respondents submits that the respondents have a counter-claim of approximately Rs. 11 Lacs (Rupees Eleven Lacs only).

7. Learned counsels appearing for the parties have jointly submitted before this Court that the arbitration be referred under the aegis of Delhi International Arbitration Centre (“DIAC”).

8. In view of the aforesaid submissions, this Court is satisfied that there exists a valid Arbitration Clause between the parties and there are disputes



between the parties, which can be adjudicated by an Arbitrator. Thus, this Court finds no impediment in the appointment of an Arbitrator.

9. Accordingly, the following directions are issued:

- i. The Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi shall appoint a Sole Arbitrator to adjudicate the disputes between the parties, expeditiously.
- ii. The arbitration proceedings will be held under the aegis and Rules of the DIAC.
- 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.
- 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.

10. Accordingly, the present petition, along with pending application, is disposed of in the aforesaid terms.

11. The Registry is directed to send a copy of this order to the Secretary, DIAC, for information and compliance.

MINI PUSHKARNA, J

FEBRUARY 27, 2026/ak