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

+ **ARB.P. 44/2026**

UPGRAD EDUCATION PVT LTD

.....Petitioner

Through: Mr. Abhishek Kumar, Adv.

versus

SUSHANT UNIVERSITY

.....Respondent

Through: Mr. Kharanshu Rana and Mr. Arjun Malik, Advs.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

13.02.2026

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act) seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the programme purchase agreement dated 18.02.2021, which was expanded to cover the respondent's MBA-BBA Programme *vide* an amendment dated 14.07.2021.
2. Clause 13.2 of the agreement provides for an arbitration by a Sole Arbitrator.
3. The disputes having arisen between the parties, the petitioner invoked the arbitration clause by giving a legal notice dated 21.11.2025, which did not elicit any response from the respondent.
4. Mr. Kharanshu Rana, Advocate has entered appearance on behalf of



the respondent. He does not dispute the arbitration clause, as well as, the jurisdiction of this Court.

5. However, he contends that the matter may be referred to mediation for exploring amicable resolution to the disputes.

6. Accordingly, without prejudice to the rights and contentions of the parties, the matter is referred to the mediation under the aegis of Delhi High Court Mediation & Conciliation Centre (in short Centre) to explore the possibility of an amicable settlement.

7. The parties are directed to appear before the Centre on 17.02.2026 at 03.00 P.M.

8. In case no settlement is arrived at between the parties within a period of four weeks or such further extended time as the parties may jointly agree, the matter shall stand referred to arbitration.

9. In view of the above, the present petition is disposed of with the following directions:

i) The disputes between the parties under the said Agreement will stand referred to the Arbitral Tribunal comprising of a Sole Arbitrator if parties are unable to reach an amicable settlement within four weeks or till the further extended time as the parties may agree.

ii) Mr. Vidit Anand, Advocate (Mobile No: 8882666690, Email: viditanand@gmail.com) is appointed as the Sole Arbitrator, to adjudicate the disputes between the parties.

iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost



and Arbitrators' Fees) Rules, 2018 or as the parties may agree.

iv) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the Act prior to entering upon the reference.

v) It is made clear that all the rights and contentions of the parties, including on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by either of the parties including of limitation, are left open for adjudication by the learned arbitrator.

vi) The parties shall approach the learned arbitrator within two weeks thereafter, in case of failure to reach an amicable settlement.

VIKAS MAHAJAN, J

FEBRUARY 13, 2026

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