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

+ **ARB.P. 88/2026**

SHRI MANISH MAGGU

.....Petitioner

Through: Mr. Anirudh Gupta, Adv. (Through
VC)

Mob: 9811993041

Email: mail@anirudhgupta.co.in

versus

TNP SPORTS MANAGEMENT PVT LTD.

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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14.05.2026

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 the disputes between the parties, arising out of the Memorandum of Understanding ("MoU") dated 02nd December, 2024, executed between the parties.
2. This Court notes that *vide* order dated 13th February, 2026, this Court had recorded that the respondent has already been duly served.
3. However, none appears for the respondent, despite service, and further, no reply has been filed on their behalf. Accordingly, this Court



proceeds with the present matter.

4. As per the facts on record, the petitioner had engaged the services of the respondent for consultancy, liaison, mediation, negotiation and allied services aimed at, *inter alia*, addressal of mismanagement of the Graduate School of Business & Administration (“GSBA”), Greater Noida and restructuring of the GSBA Society, Greater Noida, *vide* the MoU, as per which the petitioner held no liability towards expenses.

5. Subsequently, the respondent by way of Email dated 28th December, 2024, demanded payment of Rs. 65,00,000/- (Rupees Sixty-Five Lacs Only) as liaison fee and further calling upon the petitioner to remit 50% advance towards professional fees for resolving a family dispute.

6. Pursuant to the said demand, the petitioner advanced an amount of Rs. 32,50,000/-, however, further demand was made by the respondent by way of Email dated 01st February, 2025.

7. This Court notes that disputes had arisen between the parties as the respondent could not achieve any tangible results as per the terms of the MoU but continued to raise demands for additional fees to be paid by the petitioner. Therefore, the petitioner issued a Closure/Termination Notice dated 07th June, 2025, by way of which the petitioner terminated the MoU and demanded refund of Rs. 32,50,000/-, previously paid to the respondent.

8. As no payment was made by the respondent, the petitioner was constrained to issue the Notice dated 08th July, 2025, under Section 21 of the Arbitration Act, invoking the Arbitration Clause between the parties, i.e. Clause 14 of the MoU. The respondent replied to the same *vide* reply dated 21st July, 2025, refusing consent to the names of proposed Arbitrators and raised a counter claim of approximately, Rs. 1,50,00,000/-, along with



interest.

9. At this stage, learned counsel for the petitioner has drawn the attention of this Court to Clause 14 of the MoU containing the Arbitration Clause, which is reproduced as under:

“xxx xxx xxx

14. In case of any differences/disputes between the Parties arising from or relating to this MOU, the Parties shall first seek to reconcile the differences/disputes within fifteen (15) days of inception thereof. In the event that the Parties fail to reach an agreement concerning such dispute(s) within the said period, the Parties shall submit such dispute(s) to arbitration which will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The sole arbitrator presiding over the arbitration proceedings shall be mutually appointed by the Parties. In the event that the Parties fail to reach a consensus over a sole arbitrator, the Parties, or either one of them, shall apply to the High Court of Delhi at Delhi for appointment of the arbitrator. The award of the sole arbitrator shall be final and binding upon the Parties. The venue for arbitration shall be at Delhi and the language of arbitration shall be English/Hindi.

xxx xxx xxx”

10. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, whereby, the parties have agreed that the disputes shall be settled by arbitration, in accordance with the provisions of the Arbitration Act. Furthermore, Clause 14 stipulates that the venue of the arbitration proceedings between the parties shall be at Delhi, and that the High Court of Delhi has the jurisdiction for appointment of the arbitrator.

11. This Court notes the submission of learned counsel appearing for the petitioner that the respondent is located in Delhi.

12. Further, the learned counsel appearing for the petitioner submits that the petitioner has an approximate claim of Rs. 32,50,000/- along with



interest.

13. Further, this Court notes that *vide* reply dated 21st July, 2025 to the notice invoking arbitration, the respondent raised a counter claim for Rs. 1,50,00,000/- along with interest at the rate of 18% per annum.

14. Thus, in view of the existence of a valid Arbitration Agreement between the parties as well as 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.

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

- i. Mr. Jatan Singh, Senior Advocate, (Mobile No.: +91-9810041079) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. 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.
- iv. It shall be open to the respondent to raise counter-claims, if any, in the arbitration proceedings.
- v. 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.

- vi. The parties shall approach the Arbitrator within two (2) weeks from today.
- 16. The present petition is disposed of in the aforesaid terms.
- 17. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MAY 14, 2026/SK