



2026:DHC:3044



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

Date of Decision : 13.04.2026

+ O.M.P.(I) (COMM.) 154/2026 & I.A. 9974/2026 (Ex.)

MILLENNIUM EDUCATION MANAGEMENT PRIVATE
LIMITED

.....Petitioner

Through: Mr. Sumeet Pushkarna, Senior
Advocate along with Ms.
Shagun Shahi Chugh, Mr.
Yudhveer Singh, Ms. Bhavna
Gandhi and Mr. Aman Singh,
Advocates.

versus

SHARDA FOUNDATION

.....Respondent

Through: Mr. Apoorv Kurup, Senior
Advocate along with Ms.
Chetanya puri, Mr. Ayush
Mishra and Ms. Vidhi Gupta,
Advocates.

**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (ORAL)

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Petition has been filed under Section 9 of the
Arbitration and Conciliation Act, 1996¹ seeking the following
reliefs:

“a) pass an interim order of injunction restraining the Respondent,
its trustees, officers, employees, agents, representatives,
affiliates and all persons acting for and on its behalf from, in
any manner whatsoever, using the Brand Name “The

¹ Act



2026:DHC:3044



Millennium School / registered trademarks, logos, trade dress, domain names, content, curriculum, pedagogy, training material and any other intellectual property associated under the terms of the Collaboration Agreement, or any word, name, mark, symbol, design, emblem or logo or device bearing close similarity in sound, appearance or meaning to the Brand Name which may cause confusion or mistake or may diminish or affect Petitioner's right in the Brand Name.

- b) restrain the Respondent, its trustees, officers, employees, agents, representatives, affiliates and all persons acting for and on its behalf from, running, operating, advertising, marketing or promoting the School at Plot No. 58/1, Knowledge Park-5, Greater Noida West, Uttar Pradesh, or any other educational institution, under the name and style of “The Millennium School” or any deceptively similar name;
- c) direct the Respondent, its trustees, officers, employees, agents, representatives, affiliates and all persons acting for and on its behalf, to immediately take down and deactivate the website www.tmsnoidaextension.com and any other website, social media page or online platform using or displaying the Petitioner's Brand Name, trademarks, logos or proprietary material;
- d) restrain the Respondent, its trustees, officers, employees, agents, representatives, affiliates and all persons acting for and on its behalf from admitting students or soliciting admissions for the academic year 2026-2027 or any subsequent academic year under the Brand Name or using the s proprietary Content and curriculum;
- e) restraining the Respondent, its trustees, officers, employees, agents and all persons acting for and on its behalf from, directly or indirectly, using, copying, accessing, retaining, disclosing or exploiting the proprietary and confidential information and database of the Petitioner, including but not limited to its curriculum, coursework, study material, pedagogical content, training modules, know-how, students' lists and records, reports, manuals, documents and data relating to teaching methods and academic operations.
- f) direct the Respondent, its trustees, officers, employees, agents, representatives, affiliates and all persons acting for and on its behalf to forthwith return and/or destroy, as may be directed by



2026:DHC:3044



this Hon'ble Court, all physical and electronic copies of the Petitioner's content, curriculum, training modules, manuals, data, records and all other material relating to or derived from the Petitioner's intellectual property and to file a written affidavit confirming compliance thereof;

- g) direct the Respondent to render true and complete accounts of all fees collected by the School from the academic year 2021-22 till date and to produce all relevant books of account, statements, ledgers, balance sheets and profit and loss statements before this Hon'ble Court or before such authority as this Hon'ble Court may deem fit;
- h) Pass an order appointing a Local Commissioner to visit the premises of the Respondent and to inspect, verify and make copies of the relevant records, documents and books of account of the Respondent relating to the School, and to identify, secure and take custody (including by way of imaging and sealing, wherever appropriate) of all data, books, brochures, booklets, agreements, forms, students lists and records, statements, files, teaching and training material, curriculum and content, publicity and promotional material, digital data, storage devices and any other documents or materials belonging to or derived from the Petitioner's proprietary and confidential information and intellectual property, in view of the real and imminent apprehension that the Respondent may manipulate, conceal, or destroy such records, thereby necessitating preservation of evidence to prevent frustration of the future arbitration proceedings
- i) grant ad-interim reliefs in terms of prayer clauses (a), (b), (c), (d), (e), and (g) hereinabove, pending disposal of the present petition.
- j) pass such further and other orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case, in favour of the Petitioner And against the Respondent.”

2. The present disputes are stated to have arisen out of a **Collaboration Agreement dated 07.06.2016²**, which contains a dispute resolution mechanism under Clauses 19 and 20 thereof. The said clauses are reproduced hereinbelow for ready reference:

“19. ALTERNATIVE DISPUTE RESOLUTION

² Agreement



2026:DHC:3044



All disputes arising in connection with or arising out this Agreement will be referred to a sole arbitrator under the provisions of Arbitration and Conciliation Act, 1996, duly appointed by MEM. Only if the arbitrator appointed by MEM is not acceptable to the Organization, will be appointed by mutual consent of both the parties to the agreement. The place of arbitration shall be at New Delhi and the language of the. arbitration proceedings shall be English. The arbitration award shall be final and binding upon the Parties.

20. JURISDICTION

The obligations of the Parties under this Agreement shall be interpreted and construed according to the laws of India. Subject to Clause 19 herein above, the courts at Noida shall have the exclusive jurisdiction to entertain and try any and all disputes arising between the Parties under this Agreement.”

3. The material on record indicates that the Notice under Section 21 of the Act dated 23.12.2025 [“**Section 21 Notice**’], invoking arbitration, was filed by the Petitioner. The same is annexed to the present petition as Document D-14.

4. After advancing some arguments, learned senior counsel appearing for the parties submit that they are *ad idem* that the disputes between them be referred to arbitration by a Sole Arbitrator.

5. Since the parties have mutually consented to adjudication of their disputes by way of Arbitration and to the appointment of a Sole Arbitrator, this Court is of the view that the commencement of arbitral proceedings should not be unduly delayed.

6. Accordingly, in the peculiar facts of the present case, the requirement of initiation of separate proceedings under Section 11 of the Act is dispensed with.

7. Learned counsel for the Respondent, on instructions, undertakes that all application forms for admissions, henceforth, shall carry an appropriate disclaimer as prescribed *vide* Order dated



2026:DHC:3044



25.03.2022, regarding the pendency of the present proceedings concerning the brand name. The relevant disclaimer as set out in the said Order reads as under:

“ALL PARENTS/WARDS ARE INFORMED THAT THE CONTINUED USE BY THIS SCHOOL OF THE NAME MILLENNIUM WORLD SCHOOL’ AT KOTKAPURA, PUNJAB, IS SUBJECT TO A DISPUTE PENDING BEFORE THE DELHI HIGH COURT IN O.M.P.(I) (COMM.) 96/2022 TITLED ‘MILLENNIUM EDUCATION MANAGEMENT PRIVATE LIMITED VS. RAJENDERA EDUCATIONAL SOCIETY.”

8. The subject matter of the dispute is stated to be approximately 3.5 crores.
9. In view thereof, this Court is of the view that the matter may be referred to arbitration by a Sole Arbitrator for the purpose of the resolution of disputes between the parties.
10. Accordingly, this Court hereby requests **Hon’ble Mr. Justice (Retd.) Arun Kumar Mishra (Former Supreme Court Judge (Mobile No. [REDACTED])**, to enter upon the reference and adjudicate the disputes *inter se* the parties.
11. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering into the reference.
12. The respective costs of arbitration shall be borne equally by the parties.
13. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.
14. Learned Senior Counsel appearing on behalf of the parties also



2026:DHC:3044



submit that they are *ad idem* in their intent to explore the possibility of an amicable settlement through mediation. Accordingly, in the meanwhile, the parties shall be at liberty to explore the route of mediation.

15. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.

16. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.

17. The present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 13, 2026/nd/kr