



2026:DHC:9266



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010286602026**+ **ARB.P. 1087/2026****MCGRAW HILL EDUCATION (INDIA) PRIVATE  
LIMITED**

.....Petitioner

Through: **Mr. Yaman Kumar and Mr.  
Kashish Bansal, Advocates.**

versus

**MR MANOJ JAIN**

.....Respondent

Through: **None.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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**12.10.2026**

1. As per the affidavit of service filed by the Petitioner, the service is sufficient in the present matter.

2. However, none has appeared on behalf of the Respondent. Accordingly, this Court shall proceed *ex parte* with appointment of an Arbitrator.

3. This petition has been filed under Section 11 of the Arbitration and Conciliation Act of 1996 for resolution of disputes arising out of Sale Agreement dated 08.05.2013. The Petitioner is aggrieved by the purported non-payment of dues by the Respondent.

4. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement.

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5. In the present case, the arbitration clause is contained in Clause 18 of the said Agreement, as follows:

*“18. Dispute Resolution*

*a) All and any disputes and claims, arising out of or relating in any manner to this Agreement or the breach, termination, non-performance, interpretation or validity thereof, shall first be discussed in good faith by officers duly nominated for the purpose by each party, with a view to resolve the same.*

*b) All and any disputes and claims as aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, shall at the request of either party, be referred to arbitration except that Publisher shall have the right to seek injunctive relief for any infringement of its intellectual property rights in a court of competent jurisdiction instead of and/or in addition to any such arbitration.*

*c) Such dispute arising out of this Agreement shall be referred to arbitration of a sole Arbitrator appointed by the Publisher, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be binding on both the Parties.*

*d) The seat of arbitration shall be at New Delhi and the proceedings shall be conducted in the English language.”*

6. In the aforesaid view of the matter, this Court finds no impediment in appointing a Sole Arbitrator.

7. Accordingly, Ms. Laavanya Kaushik, Advocate (Mob. No.9871049740) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within three weeks from today.



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8. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.

9. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. It shall be open to the parties to raise all pleas, including but not limited to objections as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

11. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

12. The Registry is directed to send a receipt of this order to Ms. Laavanya Kaushik, learned Arbitrator through all permissible modes including email.

13. Accordingly, the present petition is disposed of in the above terms.



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14. Pending application(s), if any, also stand disposed of.

**OM PRAKASH SHUKLA, J**

**OCTOBER 12, 2026/pa**

Signature Not Verified

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TRIPATHI  
Signing Date: 16.10.2026  
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