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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010335592026**+ **ARB.P. 1260/2026****GD GOENKA PVT LTD**

.....Petitioner

Through: Mr. Raghav Wadhwa, Mr.  
Naman Kapoor, Ms. Jahnvi  
Ghai and Ms. Anjali Jain, Advs.

versus

**GN EDUCATION SOCIETY & ORS.** .....RespondentsThrough: Ms. Navneet Momi, Adv. for  
R-1, 2 and 3.**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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**28.09.2026**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996<sup>1</sup> seeking appointment of a Sole Arbitrator for resolution of disputes arising out of the Intellectual Property License Agreement<sup>2</sup> and the Education Services Agreement<sup>3</sup> dated 08.09.2020.

2. Both parties are *ad idem* that the matter can be referred to Mediation and Conciliation Centre of this Court to explore the possibility for an amicable settlement.

3. Acceding to the same, the matter is referred to Delhi High Court Mediation and Conciliation (*Samadhan*) and the parties are directed to

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<sup>1</sup> "Act" hereinafter

<sup>2</sup> "IP License Agreement" hereinafter

<sup>3</sup> "ESA" hereinafter



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appear in-person or through their authorized representative along with their respective Counsel before the Mediation Centre on 06.10.2026.

4. Three weeks' time is granted for exploring the possibility of settlement through mediation.

5. In case mediation fails, the parties are also *ad idem* with respect to reference of the disputes to arbitration. There is no dispute with regard to the existence of a valid arbitration agreement between the parties. The arbitral agreement in the present case is contained in Clause 22 of the IP License Agreement and Clause 7 of the ESA, which read as follows:

**"IP License Agreement (Clause 22)**

**22. ARBITRATION AND JURISDICTION**

22.1 Except as otherwise specifically provided in this Agreement; the following provisions apply if any dispute or difference arises between the parties arising out of or relating to this Agreement. A Dispute will be deemed to arise when one party serves on the other party a notice stating the nature of the Dispute (a 'Notice of Dispute'). The parties hereto agree that they will use all reasonable efforts to resolve between themselves, any Disputes through negotiations. Any Disputes and differences whatsoever arising under or in connection with this Agreement which could not be settled by parties through negotiations, after the period of thirty (30) Business Days from the service of the Notice of Dispute, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and:

22.2 All proceedings shall be conducted in English and a daily transcript in English shall be prepared;

22.3 There shall be a Sole Arbitrator to be mutually selected by LICENSOR and the LICENSEE;

22.4 The venue of arbitration shall be in New Delhi, India.

22.5 Any decision or award resulting from arbitration shall be



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*final and binding upon the Parties.*

*22.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the Arbitrator.*

*22.7 The Arbitrator may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.*

*22.8 Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published: the Parties shall continue to perform all of their obligations under this MOU without prejudice to a final adjustment in accordance with such award.*

**Clause 7 of the ESA**

**7. ARBITRATION AND JURISDICTION**

*7.1 Except as otherwise specifically provided in this Agreement, the following provisions apply if any dispute or difference arises between the Parties arising out of or relating to this Agreement ("Dispute"). A Dispute will be deemed to arise when one party serves on the other party a notice stating the nature of the Dispute (a 'Notice of Dispute'). The Parties hereto agree that they will use all reasonable efforts to resolve between themselves, any Disputes through negotiations. Any Disputes and differences whatsoever arising under or in connection with this Agreement which could not be settled by the Parties through negotiations, after the period of Thirty (30) Business Days from the service of the Notice of Dispute, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and:*

*7.1.1 All proceedings shall be conducted in English and a daily transcript in English shall be prepared;*

*7.1.2 Each Party shall nominate an arbitrator and the two arbitrators nominated shall appoint the third arbitrator;*

*7.1.3 The venue of arbitration shall be in New Delhi, India.*

*7.1.4 Any decision or award resulting from arbitration shall be final and binding upon the Parties.*

*7.1.5 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by*



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*respective Parties subject to determination by the Arbitrator.*

*7.1.6 The Arbitrator may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.*

*7.1.7 Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award."*

6. It is trite 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.

7. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

8. Accordingly, Mr. Abhay Sahai, Advocate (Mob. 9971067110) 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 the date of the mediation report recording failure of settlement.

9. 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.

10. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). The learned



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Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

12. It shall be open to the Respondent to raise all pleas, including objections as to arbitrability, jurisdiction, limitation etc. before the learned Sole Arbitrator who shall decide the same in accordance with law.

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

14. The Registry is directed to send a receipt of this order to Mr. Mr. Abhay Sahai, learned Arbitrator through all permissible modes including email.

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

**OM PRAKASH SHUKLA, J**

**SEPTEMBER 28, 2026/gunn**

Signature Not Verified

Signed By: GUNN ARB.P. 1260/2026  
Signing Date: 01.10.2026  
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