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

+ **ARB.P. 4/2026**

MYEDU GALAXY PVT. LTD.

.....Petitioner

Through: Mr. Sohaib Alam, Mr. Anuj Sharma
and Mr. Banvendra Singh Gandhar,
Advs.
Mob: 9999373017

versus

NIIT LTD.

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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05.01.2026

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 the adjudication of the disputes between the parties, in terms of the two Agreements, i.e., NIIT Inside Campus Agreement dated 26th February, 2019 and NIIT Training Centre Agreement, dated 24th April, 2019.

2. Learned counsel for the petitioner submits that the dispute between the parties has arisen due to non-renewal of the agreements on 15th August, 2010, premature discontinuation of programmes and failure to settle petitioner's contractual revenue share and outstanding dues, despite assurances of full and final settlement. Further, the total amount, as claimed by the petitioner from the respondent is to the tune of Rs. 91,89,714/-.

3. Learned counsel for the petitioner further submits that the petitioner had also approached the mediation proceedings in September, 2021,



however, the same was a ~~non~~-starter' as per the Mediation Report dated 16th November, 2021 on account of respondent's non-appearance in the mediation proceedings.

4. Learned counsel appearing for the petitioner draws the attention of this Court to Clause 16.5 of the Agreement dated 26th February, 2019 and Clause 17.1 of the Agreement dated 24th April, 2019, to submit that both the Agreements consist Arbitration Clause.

5. Learned counsel appearing for the petitioner further submits that the petitioner had invoked the arbitration by issuing a Notice dated 11th September, 2024 under Section 21 of the Arbitration Act. The respondent *vide* its reply dated 14th October, 2024 to the Notice, acknowledged the existence of the Arbitration Clauses and proposed that the arbitration be conducted under the aegis of Delhi International Arbitration Centre ("DIAC").

6. Subsequent to the said reply, the petitioner executed the requisite consent and Memorandum of Understanding ("MoU") under Rule 4.1(e) of the DIAC (Arbitration Proceedings) Rules, 2023. However, upon petitioner's acceptance, as aforesaid, the respondent refused to cooperate and has imposed certain pre-conditions, as mentioned in paragraph 9 of the present petition.

7. Thus, the petitioner is constrained to approach this Court for appointment of an arbitrator under Section 11 of the Arbitration Act.

8. Issue notice to the respondent, by all modes, returnable on 02nd February, 2026.

MINI PUSHKARNA, J

JANUARY 5, 2026/SK