

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION PETITION NO.636 OF 2025

Zee Learn Limited	Petitioner
V/S	
Gyan Shanskar Shikshan Ewam Samajik Welfare Society	Respondent

**WITH
ARBITRATION APPLICATION NO.137 OF 2025**

Zee Learn Limited	Applicant
V/S	
Gyan Shanskar Shikshan Ewam Samajik Welfare Society	Respondent

Ms. Priya Nigwekar i/b Ms. Pallavi P. Chari *for the Petitioner/Applicant.*

CORAM : SANDEEP V. MARNE, J.
DATE : 1 APRIL 2026.

P.C.:

1. These are proceedings filed under Section 9 and Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) seeking interim measures and for appointment of an Arbitrator. The disputes and differences between the parties have arisen out of performance of the Academic Alliance Agreement dated 15 December 2017.
2. I have heard Ms. Nigwekar, the learned counsel appearing for the Applicant/Petitioner. Despite being served with Court notices, none has appeared on behalf of the Respondent. As a matter of fact, on 24

February 2026 Mr. Utkarsh Joshi, the learned counsel had appeared on behalf of the Respondent. However, today none has appeared on behalf of the Respondent.

3. Perusal of the Academic Alliance Agreement indicates existence of arbitration agreement in clause 15.8. The seat of the arbitration is agreed at Mumbai. Since this Court is *prima facie* satisfied about existence of arbitration agreement between the parties, it would be just and proper to constitute Arbitral Tribunal comprising of a sole Arbitrator.

4. Ms. Nigwekar presses for ad-interim measures complaining that the Respondents are using the registered trademarks of the Petitioner/Applicant.

5. I accordingly proceed to pass the following order:

A) Ms. Apurva Gupte, an Advocate of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Academic Alliance Agreement referred to above. The contact details of the learned sole Arbitrator are as under:

Office Address:- 521, 5th Floor, Commerce House,
Fort, Mumbai.

Mobile No.: 98207 12185.

B) A copy of this order be communicated to the learned sole Arbitrator and the Respondent by the Advocate for the

Petitioner/Applicant within a period of one week from the date of uploading of this order. The Petitioner/Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith a copy of this order.

C) The learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12 (1) of the Arbitration Act to the parties within a period of two weeks from receipt of a copy of this order.

D) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by her, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

E) The sole Arbitrator shall be entitled to the fees prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

6. All contentions of the parties on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

7. Pending disposal of arbitral proceeding and till making of the Award, there shall be ad-interim injunction in terms of prayer clause (a) which reads thus:

“a. this Hon’ble Court may be pleased to pass an order of interim injunction restraining the Respondent, its trustees, directors, proprietor, shareholders or office-bearers as the case may be, its assigns in business, franchises, affiliates, subsidiaries, licenses, and agents from providing, offering, advertising, impugned services/allied services directly or indirectly under the ‘trademark/brand/device “**MOUNT LITERA/ MOUNT LITERA ZEE SCHOOL/ MLZS” etc. or any deceptive similar mark or trade mark/brand to this registered Trade Mark** of the Petitioner;

8. With the above directions, Arbitration Petition and Arbitration Application are accordingly **disposed of**. There shall be no order as to costs.

(SANDEEP V. MARNE, J.)

SUDARSHAN
RAJALINGAM
KATKAM

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SUDARSHAN
RAJALINGAM KATKAM
Date: 2026.04.02
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