carbpl21131-2026 with ial29674-2026-J

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMM ARBITRATION PETITION (L) NO.21131 OF 2026

Zee Learn Limited … Petitioner

Vs.

Pragati Shiksha Shrot Trust … Respondent

WITH
INTERIM APPLICATION (L) NO.29674 OF 2026
IN
COMM ARBITRATION PETITION (L) NO.21131 OF 2026

Pragati Shrot Shiksha Trust … Applicant

In the matter between

Zee Learn Limited … Petitioners

Vs.

Pragati Shiksha Shrot Trust
(Pragati Shrot Shiksha Trust) … Respondent.

Mr. Rashmin Khandekar with Mr. Anand Mohan, Mr. Umang Mehta, and Ms. Trisha George i/by Avyan Legal for the Petitioner.

Mr. Kanwaljit Singh with Mr. Tanay Hari Har Lal and Soumya Mishra i/by Santoshkumari R. Pandey for the Respondent.

CORAM : AMIT BORKAR, J.

RESERVED ON : AUGUST 28, 2026.

PRONOUNCED ON : SEPTEMBER 1, 2026

JUDGMENT:

1. By the present Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996, the Petitioner seeks interim reliefs pending the arbitral proceedings. The Petitioner seeks an order restraining the Respondent from using the Petitioner's registered trademarks "MOUNT LITERA ZEE SCHOOL" and its proprietary programme. The Petitioner seeks discovery of documents and financial records. It seeks a direction to the Respondent to furnish a Bank Guarantee of Rs.48,39,440.76/-. In the alternative, the Petitioner seeks appointment of a Court Receiver to collect the fees of the schools. According to the Petitioner, the Respondent was given a licence to run the LLZS Programme in its school. However, in March 2026, the Respondent deliberately committed breaches of the contract and the Petitioner terminated the contract. According to the Petitioner, even after termination, the Respondent continues to use the Petitioner's trademark, brand and proprietary programme.

2. The facts which have led to filing of the present Petition are as follows. The Petitioner, Zee Learn Limited, has been working in the field of education in India since 1994. It runs the "Mount Litera Zee School" network of CBSE schools. The Petitioner developed its own "MLZS Program" or "Zee School Program". The programme was prepared keeping in view the NCERT and CBSE curriculum guidelines. The Petitioner included in this programme its experience, methods, and practices relating to running and managing schools. The study material supplied under the programme is known as "Litera Gear". It consists of textbooks, worksheets, equipment, uniforms and kits suitable for different age groups. According to the Petitioner, the MLZS Program, its marks and branding, and the Litera Gear together form the main part of what an alliance school is permitted to use under the licence. The Petitioner states that it is the registered owner of the trademarks "MOUNT LITERA ZEE SCHOOL", "MOUNT LITERA" and "MLZS" in Classes 9, 16, 28 and 41, in relation to its education services. The Department for Education, State of Uttarakhand, issued a directive dated 27th June 2013 to the schools in the State. The schools were directed to use books published by NCERT or SCERT, Uttarakhand, or books prescribed by ICSE or CBSE. The Petitioner states that, having a presence throughout India, it prepared "Litera Gear" in a manner which includes NCERT textbooks. It includes additional textbooks and worksheets prepared to improve and deepen the students' understanding and knowledge. According to the Petitioner, the Litera Gear complies with the directions issued by the State. It is an admitted position that the Respondent had entered into various agreements with the Petitioner from the year 2014 onwards. These include the Academic Alliance Agreement dated 1st June 2017, the Intellectual Property Agreement dated 23rd November 2016 and the Settlement Agreement dated 21st August 2024. Under the Intellectual Property Agreement dated 23rd November 2016, which is referred to as the first "IP Agreement", the Petitioner permitted the Respondent to use the trademark "MOUNT LITERA ZEE SCHOOL", its logo and marketing material for a period of five years. On expiry of the agreement, the rights granted under it were to come to an end and the

Respondent was required to stop using the Intellectual Properties. Clause 1 provided a limited licence to use the mark only for the stated purpose and during the stated period. Clauses 7.2 and 7.3 gave the Petitioner the right to terminate the Agreement. Clause 7.5 provided for stopping the use of the Intellectual Properties after termination. It states: “Upon any termination or expiration of this Agreement, the USER shall cease any and all use of the Intellectual Properties, including, but not limited to, removing the Intellectual Properties from the USER's websites, collateral and other promotional materials and documentation within 7 (seven) days”. The Respondent was required to recall such material from the distribution channel. Clause 10.8 contained the arbitration clause and provided for arbitration by a sole arbitrator at Mumbai.

3. Under the Second Academic Alliance Agreement dated 1st June 2017, referred to as the “Academic Agreement”, the Petitioner permitted the Respondent to implement the MLZS Program in its school at Dehradun. Clause 1.1(i) defined the Intellectual Property of the Petitioner. Clause 3.1(g) defined “Litera Gear” as “certain necessary items as may be required by the School and its students for the purpose of effective implementation of the MLZS Program”. Clause 3.2(x) provided that the licence to use the MLZS Program would continue only during the term of the Agreement and would survive its expiry in the manner provided in the Agreement. Clause 7.1 required payment of an alliance or retainer fee equal to 10% of the school’s Net Collections, before the beginning of the academic year. Under Clause 7.5, delay in payment would carry interest at the rate of 1.5% per month. Clause 9.1 made it clear that the

Respondent did not acquire any right or title in the Petitioner's trademarks, logo, methodology, or other Intellectual Property. Clause 14.3 permitted the Petitioner to terminate the Agreement in case of continuous breach by the Respondent. Clause 14.4 permitted termination by the Petitioner without assigning any reason. Clause 14.10 dealt with the position after termination and provided: "As and from the date of termination, the AP shall not be entitled to make and in any manner claim its Collaboration with the AP or advertise such Collaboration or invite applications for admission on the basis of the MLZS Program". Clause 15.8 contained the arbitration provision, which was to survive termination. The Respondent had earlier failed to make payments under the Academic Agreement. On account of those defaults, the Petitioner terminated the Academic Alliance and IP Agreements and invoked the arbitration agreement by its notice dated 6th January 2022. The Petitioner filed proceedings under Sections 9 and 11 of the Arbitration Act in relation to those disputes. One of the disputes concerned the Respondent's continued use of the "MOUNT LITERA ZEE SCHOOL" and "MLZS" marks even after termination. The High Court of Judicature at Bombay, by its order passed in Arbitration Petition (L) No. 16688 of 2022, appointed a Sole Arbitrator to decide the disputes. The Court recorded that Mumbai would be the venue and seat of arbitration. The Petitioner was permitted to convert the Section 9 petitions into applications under Section 17 before the Arbitrator. At that time, the Respondent had admitted the existence of the arbitration agreement. The proceedings were subsequently withdrawn in terms of the Settlement Agreement. The Settlement Agreement brought back the original agreements between the parties.

4. The Department for Education, State of Uttarakhand, issued another directive dated 17th August 2017 to schools in the State. The schools were directed to use books published by NCERT or SCERT, Uttarakhand, or books prescribed by ICSE or CBSE. CBSE amended its Affiliation Bye-Laws, 2018, by introducing Rule 2.4.7. This Rule advised schools to use NCERT or SCERT textbooks. At the same time, it permitted schools to use supplementary material according to their requirements. The Rule states that “Schools may use supplementary material as per their requirement”. The parties admittedly entered into a Settlement Agreement dated 21st August 2024. Under this Settlement Agreement, the Respondent paid Rs.35,00,000/- towards its earlier outstanding dues and the earlier litigation was withdrawn. The composite Academic Agreement and IP Agreement were brought back into force. The Settlement Agreement provided that “the original Academic Alliance Agreement dated 1st June 2017 and Intellectual Property Agreement dated 23rd November 2016 shall stand revived and reinstated and be binding on the Parties”. The parties confirmed that the notices and legal proceedings earlier filed against each other had been withdrawn. Clause 5 required the Respondent to “adhere to the MLZS Program, including procuring Litera Gear with effect from AY 2022-2023”. Clause 8 required the Respondent to place appropriate orders for Litera Gear according to the exact number of students enrolled up to Grade 5.

5. The Respondent addressed a letter dated 6th September 2025 to the Department for Education, State of Uttarakhand. By this letter, the Respondent sought intervention of the Department against the sale of Litera Gear. The Respondent stated that the books included in the Litera Gear were expensive. The Petitioner alleges that the Respondent incorrectly stated that the Litera Gear did not contain NCERT textbooks. In its reply to the Respondent's letter, the Department for Education stated that schools in the State were required to use textbooks published by NCERT or SCERT, or textbooks prescribed by ICSE or CBSE. The Petitioner states that its books had always included NCERT textbooks, along with its own worksheets and workbooks. According to the Petitioner, the Litera Gear complied with the directions of the Department. The Respondent again addressed a letter dated 2nd March 2026 to the Department for Education, State of Uttarakhand. In that letter, the Respondent stated that the Petitioner was "forcing us to use their books". According to the Petitioner, this letter shows the Respondent's malafides because it did not disclose that the Petitioner's books included NCERT textbooks. In reply to this letter, the Department for Education stated that schools in the State were required to use textbooks published by NCERT or SCERT, or those prescribed by ICSE or CBSE. The Department stated that failure to use such books could result in cancellation of the school's licence. The Petitioner again states that its Litera Gear had always included NCERT books. According to the Petitioner, the Respondent failed to make the payments required under the Alliance Agreement. The Respondent failed to place orders for Litera Gear for the academic year 2026-2027. The Petitioner alleges breach of both the Academic Agreement and the Settlement Agreement. On account of these alleged breaches, the Petitioner issued a Notice of Breach dated 17th March 2026 to the Respondent.

6. The Respondent, for the first time, by its letter dated 23rd March 2026 and by its advocate's letter dated 24th March 2026, informed the Petitioner that it intended to continue with the alleged breaches of the Alliance Agreement and Settlement Agreement. In those letters, the Respondent stated that the Department for Education had taken "suo motu" interest in the Respondent selling the Petitioner's worksheets in "addition to" CBSE textbooks. According to the Petitioner the record shows that the Respondent created the controversy regarding the textbooks by writing letters to the Department and asking the Department to issue notices to the Respondent. The Petitioner alleges that the Respondent did not disclose that the Petitioner's books included NCERT textbooks and complied with the directions of the Department. According to the Petitioner, the Respondent refused to correct the breaches of the Alliance Agreement and the Settlement Agreement even after receiving the Notice of Breach. The Petitioner states that this refusal left it with no option except to terminate the composite agreements. The Petitioner states that, even after lawful termination of the Alliance Agreement and the IP Agreement, the Respondent continues to use the MLZS Program and the trademark "Mount Litera Zee School" in its school. According to the Petitioner, such continued use is in direct breach of Clause 7.5 of the IP Agreement, which requires the Respondent to stop all use of the Intellectual Properties and remove them from its websites within seven days of termination. It is alleged to be in breach of Clause 14.10 of the Academic Agreement, which prevents the Respondent from representing that it continues to have an association with the Petitioner. The Petitioner contends that the Respondent's continued use gives rise to a fresh and continuing cause of action.

7. Mr. Rashmin Khandekar, learned Advocate appearing for the Petitioner, submitted that once a licence is terminated, the person who was given the licence has to stop using the licensed trademark. According to him, the law is settled that the right of a licensee to use a trademark continues only so long as the licence continues. Once the licence is terminated or expires, the licensee must stop using the trademark. Any use of the trademark after termination is without authority and can be legally challenged. In support of this submission, reliance is placed on *Velcro Industries B.V. and Another v. Velcro India Limited,* 1992 SCC OnLine Bom 582*, Viridian Development Managers Private Limited and Another v. RPS Infrastructure Limited,* 2023 SCC OnLine Del 7134*,* and *Helamin Technology Holding SA and Another v. Haribansh Rai and Others,* 2015 SCC OnLine Del 14150.

8. The Respondent contends that the present Application cannot be heard by this Court. According to the Respondent, the proper Court having jurisdiction is the High Court at Nainital, since the Respondent's school is situated there. This contention of the Respondent cannot be accepted. The arbitration clauses contained in Clause 15.8 of the Alliance Agreement and Clause 10.8 of the Intellectual Property Agreement are similarly worded. Both clauses clearly provide as follows:

> "Any disputes arising out of or connected with this Agreement, which cannot be amicably resolved, shall be finally settled by arbitration, by a sole arbitrator appointed by the ZLL, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai and the language to be used in the arbitration proceedings shall be English and any award rendered by such Arbitrator(s) shall be final and binding upon the Parties."

9. In view of the judgment of the Supreme Court in *Indus Mobile Distribution Private Limited v. Datawind Innovations Private Limited,* (2017) 7 SCC 678, the expression "place" used in an arbitration agreement can, in the circumstances of the case, be understood as the legal seat of arbitration. Once the parties have agreed upon the seat of arbitration, that agreement gives jurisdiction to the Courts at that seat. The Courts at other places cannot assume jurisdiction merely because some part of the cause of action has arisen there., after agreeing that Mumbai would be the place of arbitration, the Respondent cannot subsequently change that position on its own. The Petitioner submits that the Respondent had submitted to the jurisdiction of this Court when the earlier Section 11 and Section 9 proceedings were heard in Arbitration Petition (L) No. 16688 of 2022. Those proceedings arose from alleged breaches of the same agreements between the parties. According to the Petitioner, Section 42 of the Arbitration Act applies. The earlier applications filed before this Court in relation to the Alliance Agreement and the IP Agreement vested jurisdiction in this Court in respect of subsequent applications arising from those agreements. The present Petition is based upon those very agreements. It is submitted that the present Petition can be heard by this Court. The Respondent contends that it cannot perform the Agreement because of the directions issued by the Department for Education.

10. The Petitioner submits that the Respondent cannot seek specific performance of a contract which can be terminated by either party. Reliance is placed on the judgment of the Supreme Court in *Indian Oil Corporation Limited v. Amritsar Gas Service and Others*, (1991) 1 SCC 533. According to the Petitioner, the agreements in the present case were validly terminated. The Petitioner issued a notice of breach dated 17th March 2026. The Respondent and its Advocate replied by letters dated 23rd March 2026 and 24th March 2026. In those letters, the Respondent made it clear that it would not cure the alleged breaches. The Petitioner issued the termination notice dated 24th March 2026 and terminated the agreements. The Petitioner submits that where a contract permits termination without giving any reason, such a contract is a terminable contract. Reliance is placed on *Rajasthan Breweries v. Stroh Brewery Company,* 2000 SCC OnLine Del 481. Clause 14.4 of the Alliance Agreement gives the Petitioner the right to terminate the Agreement without giving any reason. Similarly, Clauses 7.2 and 7.3 of the IP Agreement permit the Petitioner to terminate the Agreement at will.

11. The Petitioner relies upon Rule 2.4.7 of the CBSE Affiliation Bye-Laws, 2018. According to the Petitioner, this Rule advises schools to use NCERT or SCERT textbooks. At the same time, it expressly permits the use of supplementary material. The Rule states that "Schools may use supplementary material as per their requirement". The Petitioner submits that the Respondent's argument that it cannot perform the Agreement because of Government regulations cannot be accepted unless there are documents showing that such regulations prohibit the performance of the Agreement. According to the Petitioner, the directions relied upon by the Respondent only require schools to use the prescribed textbooks. They do not prohibit the use of additional worksheets or workbooks along with NCERT books., according to the Petitioner, there is no conflict between the Government directions and the Respondent's contractual obligation to procure and use the Litera Gear.

12. The Petitioner submits that the Government directions dated 27th June 2013 and 17th August 2017 were in existence before the Respondent entered into the relevant agreements., the Respondent must be taken to have known about these directions when it entered into the Alliance Agreement dated 1st June 2017 and later when it entered into the Settlement Agreement dated 21st August 2024. Despite such knowledge, the Respondent agreed under those agreements to procure the Litera Gear from the Petitioner. According to the Petitioner, the Respondent cannot now rely upon the same directions to avoid the obligations which it had voluntarily accepted. The Petitioner submits that the record shows that the Respondent created the controversy regarding the textbooks with the intention of avoiding its obligations under the Alliance Agreement and the Settlement Agreement. The Respondent repeatedly wrote to the Department seeking directions against the sale of Litera Gear. According to the Petitioner, while doing so, the Respondent did not disclose that the Litera Gear included NCERT textbooks and complied with the State directions. The Petitioner states that it does not know the full extent of the statements made by the Respondent in its letters and meetings with the Department of Education, since those materials have not been produced. The Respondent's letter to the Department is referred to in the Department's reply dated September 2025., the Respondent issued another letter dated 2nd March 2026 to the Department for Education stating that the Petitioner was "forcing us to use their books". The Department, in its reply to that letter, again stated that schools in the State were required to use textbooks published by NCERT or SCERT or those prescribed by ICSE or CBSE. According to the Petitioner, NCERT books have always formed part of the "Litera Gear". The Petitioner submits that the Respondent's attempt to rely upon the Government directions is without basis.

13. The Petitioner submits that the Respondent cannot take one position at one stage and take an opposite position at another stage. According to the Petitioner, the Respondent relied upon the arbitration agreement in its arbitration invocation notice. Having relied upon the arbitration agreement for invoking arbitration, the Respondent cannot now contend in its Reply that the same arbitration agreement is invalid. The Petitioner submits that the Respondent is taking inconsistent positions regarding the very same arbitration agreement. The Petitioner submits that it has never attempted to appoint an arbitrator unilaterally. According to the Petitioner, it only suggested the names of two arbitrators to the Respondent. The purpose of suggesting the names was to enable the Respondent to choose an arbitrator., according to the Petitioner, there was no actual unilateral appointment of an arbitrator by the Petitioner.

14. The Petitioner submits that even if this Court finds that there is some defect in the arbitration agreement relating to the appointment of the arbitrator, that part of the clause can be separated from the remaining arbitration agreement. The Petitioner relies upon the judgment of the Supreme Court in *Hindustan Construction Company Limited v. Bihar Rajya Pul Nirman Nigam Limited and Ors.,* 2026 3 SCC 264. According to the Petitioner, the Supreme Court has held that where the parties had earlier acted upon and submitted disputes arising from the same contractual arrangement to arbitration, their intention to arbitrate is clear., even if the arbitration clause contains a defective provision permitting unilateral appointment of an arbitrator, the defective part can be separated. The Court can then exercise its power under Section 11(6) of the Arbitration Act and appoint an independent arbitrator. According to the Petitioner, this would preserve and give effect to the parties' clear intention to resolve their disputes through arbitration.

15. The Respondent contends that the Alliance Agreement was not signed by the Petitioner. According to the Respondent, for this reason, the arbitration agreement contained in the Alliance Agreement is not valid. In reply, the Petitioner relies upon the agreement contained in the Alliance Agreement at Exhibit B to the Petition. According to the Petitioner, this document is duly stamped and signed by the Respondent. The parties have acted upon this Agreement from the date of its execution on 1st June 2017. The Petitioner relies upon the arbitration clause contained in the IP Agreement dated 23rd November 2016, which has been duly signed by both parties., according to the Petitioner, the objection that there is no valid arbitration agreement cannot be accepted merely because the Petitioner's signature is disputed on the Alliance Agreement.

16. The Petitioner relies upon the Settlement Agreement dated 21st August 2024. This Agreement was admittedly signed by both parties. Under Clause 3 of the Settlement Agreement, the Alliance Agreement dated 1st June 2017 was revived and brought back into force. The Petitioner submits that the Respondent cannot now deny the existence of the Agreement which it subsequently accepted and acted upon through the Settlement Agreement. The Petitioner relies upon Section 7(4)(b) of the Arbitration Act. Under that provision, an arbitration agreement is considered to be in writing if it is contained in an "exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement". According to the Petitioner, the Respondent invoked arbitration under the arbitration clauses contained in the

Alliance Agreement and the IP Agreement by its letter dated 23rd August 2026. The said notice issued by the Respondent provides a clear written record showing that the Respondent relied upon and accepted the existence of the arbitration agreement.

17. As regards the allegation of mala fide conduct, the Petitioner submits that the Respondent is relying upon an incorrect interpretation of the Government directions dated 27th June 2013 and 17th August 2017. According to the Petitioner, these directions were in existence before the Respondent entered into the Alliance Agreement dated 1st June 2017 and the Settlement Agreement dated 21st August 2024. Despite being aware of those directions, the Respondent agreed under both agreements to procure the Litera Gear from the Petitioner. The Petitioner submits that the Respondent cannot now rely upon those same directions as a reason for refusing to perform its contractual obligations. The Petitioner submits that the record indicates that the Respondent created the entire dispute concerning the textbooks with the intention of avoiding its obligations under the Alliance Agreement and the Settlement Agreement. The Respondent repeatedly wrote to the Department of Education seeking its intervention against the sale of Litera Gear. According to the Petitioner, while doing so, the Respondent did not disclose that Litera Gear included NCERT textbooks and complied with the State directions. The Petitioner states that it is not aware of the full extent of the statements or representations made by the Respondent in its letters and meetings with the Department of Education. However, the Department's reply dated September 2025 refers to the Respondent's first letter., the Respondent issued another letter dated 2nd March 2026 to the Department for Education stating that the Petitioner was "forcing us to use their books". According to the Petitioner, the contents of this letter show the Respondent's intention to avoid its contractual obligations. The Petitioner submits that the Respondent, for the first time, by its letter dated 23rd March 2026 and its Advocate's letter dated 24th March 2026, informed the Petitioner that it would continue to commit the alleged breaches of the Alliance Agreement and the Settlement Agreement. According to the Petitioner, the Respondent's refusal to cure the breaches left the Petitioner with no option except to terminate the composite agreements.

18. Mr. Kanwaljit Singh, learned Advocate appearing for the Respondents, submitted that this Court has no jurisdiction to hear and decide the present Petition. He submitted that the Petition under Section 9 of the Arbitration and Conciliation Act, 1996, hereinafter referred to as "the Act", has been filed in Mumbai on the basis of the facts stated in the Petition. According to the Respondents, the Courts at Dehradun alone have jurisdiction to hear and decide the Petition under Section 9 of the Act, since the subject matter of the arbitration and the relevant facts are situated at Dehradun. It was submitted that merely because the word "Mumbai" is mentioned in the agreements, this Court does not get jurisdiction to supervise the arbitration when no part of the cause of action has arisen in Mumbai. According to the Respondents, Section 2(1)(e)(i) of the Act requires the Court to be one which would have jurisdiction to decide the dispute if the same dispute had been the subject matter of a civil suit. The Respondents submit that the property, school activities and the parties are all situated at Dehradun., according to them, a civil suit relating to the dispute could not be filed in Mumbai in view of Sections 16 and 20 of the Civil Procedure Code, 1908, hereinafter referred to as “the CPC”. On this basis, it is submitted that this Court does not qualify as the Court having jurisdiction under Section 2(1)(e)(i) of the Act. The said provision reads as follows:

> "(i) in the case of an arbitration other than international commercial arbitration, the principal Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, but does not include any Civil Court of a grade inferior to such principal Civil Court, or any Court of Small Causes;"

19. It was submitted that Section 16 of the CPC provides for filing of a civil suit in the Court within whose local jurisdiction the property is situated. In the present case, according to the Respondents, the property concerned is entirely situated at Dehradun in Uttarakhand. It was submitted that Section 20 of the CPC provides for filing of a suit where the Defendant resides or where the cause of action arises. According to the Respondents, neither of these conditions is satisfied in Mumbai. It was submitted that no part of the cause of action has arisen in Mumbai. The Respondent is running the school under the name “Mount Litera Zee School” or “MLZS” at Dehradun. The school is situated at Dehradun and no part of the school is within the territorial jurisdiction of Mumbai., according to the Respondents, there is no territorial connection between the dispute and Mumbai.

20. It was submitted that, by a communication issued in September 2025 by the Chief Education Officer to the Respondent School, the Respondent was directed to comply with Government Order No. 623/XXIV/(1)/2013-R-467/2011 dated 27th June 2013. A copy of the said Government Order was attached to the communication. The Respondents have relied upon the said communication to show that the directions issued by the State authorities were applicable to the Respondent School. A copy of the communication dated September 2025 issued by the Chief Education Officer, along with the relevant Government Order, has been produced as Exhibit "A" to the Affidavit in Reply filed by the Respondents.

21. The Respondents relied upon the judgment of the Supreme Court in *Ravi Ranjan Developers Private Limited v. Aditya Kumar Chatterjee,* 2022 SCC OnLine SC 568. It was submitted that the Supreme Court held that "the moment a seat is designated by agreement between the parties, it is akin to an exclusive jurisdiction clause, which would then vest the courts at the 'seat' with exclusive jurisdiction for the purposes of regulating arbitral proceedings arising out of the agreement between the parties.

22. It was submitted that when an arbitration clause designates a particular place as the "venue" of arbitration proceedings, the expression "Arbitration proceedings" may show that the parties intended that place to be the seat of arbitration. According to the

Respondents, the expression "Arbitration proceedings" cannot be understood as referring only to one particular hearing or to one or more individual hearings. It was submitted that, in view of the development of law on this issue, the distinction between the seat and venue of arbitration has to be considered from the terms of the arbitration agreement and the intention of the parties. The Respondents submitted that a unilateral appointment of an Arbitrator is void. It was submitted that, in paragraph 45 of *Ravi Ranjan Developers Private Limited (supra)*, the Supreme Court held that "the location of the seat will determine the courts that will have exclusive jurisdiction to oversee the arbitration proceedings. It was submitted that the Supreme Court held that the seat normally carries with it the choice of that country's arbitration/curial law.

23. The Respondents relied upon the following observation in the said judgment:

> "It is well settled that "seat of arbitration" and "venue of arbitration" cannot be used interchangeably. It has been established that mere expression "place of arbitration" cannot be the basis to determine the intention of the parties that they have intended that place as the "seat" of arbitration. The intention of the parties as to the "seat" should be determined from other clauses in the agreement and the conduct of the parties."

24. Relying upon the law stated in *Ravi Ranjan Developers Private Limited (supra)*, the Respondents submitted that the Courts at Dehradun alone have jurisdiction to hear and decide the Petition under Section 9 of the Act. According to the Respondents, Mumbai cannot be treated as the place having jurisdiction merely because Mumbai is mentioned in the arbitration agreement. It was submitted that this Court has no jurisdiction to entertain or decide the present Petition under Section 9 of the Act. It was submitted that the Petitioner cannot rely upon Clause 17 of the Settlement Agreement dated 21st August 2024, which provides for “exclusive jurisdiction” of the Courts at Mumbai. According to the Respondents, parties cannot create territorial jurisdiction in a Court merely by agreeing between that such Court will have exclusive jurisdiction. Such an agreement can operate only when the Court otherwise has jurisdiction in law. The Respondents relied upon the judgment in *Ravi Ranjan Developers Pvt. Ltd.* and submitted that the parties cannot, by consent or by a private agreement, give jurisdiction to a Court which otherwise does not have territorial jurisdiction. According to the Respondents, no part of the cause of action arose in Mumbai and the Respondent-Trust neither resides nor carries on its business within the territorial jurisdiction of this Court., according to the Respondents, Clause 17 of the Settlement Agreement cannot confer jurisdiction upon this Court and is incapable of making the present Petition maintainable before this Court.

REASONS AND FINDINGS:

25. I have considered the Petition, material on record, the submissions of Mr. Rashmin Khandekar, learned Advocate for the Petitioner, and Mr. Kanwaljit Singh, learned Advocate for the Respondents, and the judgments relied upon by both sides. On the basis of the material placed before the Court, the questions which arise are regarding the jurisdiction of this Court, existence and validity of the arbitration agreement, the objection regarding appointment of the Arbitrator, the effect of termination of the agreements, the defence based upon the Government directions and the interim reliefs which can be granted under Section 9 of the Act.

26. At the first instance, the objection regarding territorial jurisdiction raised by the Respondents is required to be considered. The submission of the Respondents is that this Court has no jurisdiction as the school is situated at Dehradun, no part of the cause of action has arisen in Mumbai and any civil proceedings concerning the school and its activities would have to be filed at Dehradun. Reliance is placed upon Section 2(1)(e)(i) of the Act and Sections 16 and 20 of the CPC. It is submitted that merely because the arbitration clause mentions “Mumbai”, the same cannot confer jurisdiction upon this Court.

27. In my view, this submission cannot be accepted. The place where the school is situated and the place selected by the parties for arbitration are two different considerations. The Court has to first see what the parties have agreed regarding the place of arbitration. Section 2(1)(e)(i) of the Act refers to the Court which would have jurisdiction to decide the questions forming the subject matter of arbitration if those questions had been the subject matter of a suit. The arbitration agreement and the intention of the parties regarding the seat of arbitration assume importance.

28. The two arbitration clauses relied upon by the Petitioner are similarly worded. They provide:

> "Any disputes arising out of or connected with this Agreement, which cannot be amicably resolved, shall be finally settled by arbitration, by a sole arbitrator appointed by the ZLL, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai and the language to be used in the arbitration proceedings shall be English and any award rendered by such Arbitrator(s) shall be final and binding upon the Parties."

29. The words used by the parties are clear. They have not stated merely that the Tribunal may hold some sitting or hearing at Mumbai. They have expressly stated that "The place of arbitration shall be Mumbai". The words relate to the arbitration proceedings arising from the agreement., the said expression cannot be treated merely as a reference to the place where an individual hearing may take place.

30. The Respondents have relied upon the judgment of the Supreme Court in *Ravi Ranjan Developers Private Limited*. The said judgment explains that "seat" and "venue" of arbitration are not always the same. In paragraph 45, while referring to *Mankastu Impex Private Limited v. Airvisual Limited*, the Supreme Court observed:

> "20. It is well settled that "seat of arbitration" and "venue of arbitration" cannot be used interchangeably. It has been established that mere expression "place of arbitration" cannot be the basis to determine the intention of the parties that they have intended that place as the "seat" of

> arbitration. The intention of the parties as to the "seat" should be determined from other clauses in the agreement and the conduct of the parties."

31. The above principle has to be applied to the facts of the present case. It does not lay down that whenever the expression "place of arbitration" is used, it must mean only a venue. The agreement as a whole and the conduct of the parties have to be seen. In the present case, the parties have stated that "The place of arbitration shall be Mumbai". The subsequent conduct of the parties supports this understanding. The parties had earlier raised disputes arising from the same arrangement. The Petitioner invoked arbitration and proceedings under Sections 9 and 11 of the Act were filed before this Court in Arbitration Petition (L) No. 16688 of 2022. A Sole Arbitrator was appointed. It was recorded that the venue and seat of arbitration would be Mumbai. The Respondent did not dispute the existence of the arbitration agreement. The proceedings were withdrawn pursuant to the Settlement Agreement. This conduct is a relevant circumstance while considering the meaning which the parties gave to the arbitration clause.

32. The submission of the Respondents that the earlier proceedings cannot be considered because the school is situated at Dehradun does not answer the issue. The question before this Court is not confined to the place where the school is situated or where the alleged cause of action arose. The Court is required to consider the contractual agreement by which the parties selected the place of arbitration.

33. The judgment in *Indus Mobile Distribution (P) Ltd.*, is relevant. In paragraph 18, the Supreme Court explained the meaning of “place” under Section 20 of the Act and observed:

> “18. The amended Act, does not contain the aforesaid amendments, presumably because the BALCO [BALCO v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552 : (2012) 4 SCC (Civ) 810] judgment in no uncertain terms has referred to “place” as “juridical seat” for the purpose of Section 2(2) of the Act. It made it clear that Sections 20(1) and 20(2) where the word “place” is used, refers to “juridical seat”, whereas in Section 20(3), the word “place” is equivalent to “venue”.”

34. The judgment in *BGS SGS SOMA JV v. NHPC*, (2020) 4 SCC 234, explains the circumstances in which the place mentioned in an arbitration clause may be treated as the seat. In paragraph 82, the Supreme Court held:

> “82. On a conspectus of the aforesaid judgments, it may be concluded that whenever there is the designation of a place of arbitration in an arbitration clause as being the “venue” of the arbitration proceedings, the expression “arbitration proceedings” would make it clear that the “venue” is really the “seat” of the arbitral proceedings, as the aforesaid expression does not include just one or more individual or particular hearing, but the arbitration proceedings as a whole, including the making of an award at that place.”

35. In the present case, the clause is not restricted to the sittings of the Tribunal. The parties have agreed that “The place of arbitration shall be Mumbai”. No provision has been shown to this Court by which Dehradun was agreed to be the seat of arbitration. The mere fact that the school is situated at Dehradun cannot

carbpl21131-2026 with ial29674-2026-J

override the contractual choice made by the parties regarding arbitration.

36. The Respondents have relied upon paragraph 47 of *Ravi Ranjan Developers* and submitted that parties cannot confer jurisdiction upon a Court which otherwise has none. The proposition cannot be disputed. However, the first question is whether Mumbai is the agreed seat. Having considered the arbitration clause and the conduct of the parties, I find that Mumbai was agreed as the place of arbitration and is required to be treated as the juridical seat., the objection based merely upon the location of the school at Dehradun cannot be accepted.

37. The Respondents have referred to Clause 17 of the Settlement Agreement dated 21st August 2024 and submitted that the said clause cannot confer jurisdiction upon this Court. It is not necessary to base the jurisdiction of this Court only upon Clause 17. The principal basis is the arbitration clause. Clause 17 is a relevant circumstance which supports the understanding of the parties, but it is not required to be treated as the sole source of jurisdiction. I hold that the objection regarding territorial jurisdiction raised by the Respondents is not made out. On the material before the Court, Mumbai was contractually selected as the place of arbitration and is the juridical seat. This Court consequently has jurisdiction to entertain the present Petition under Section 9 of the Act.

38. The next objection concerns the existence and validity of the arbitration agreement. The Respondents submit that the Alliance

Agreement was not signed by the Petitioner and the arbitration clause contained therein cannot be relied upon. The Respondents have questioned the validity of the arbitration clause on the ground that it permits ZLL to appoint the Sole Arbitrator. The first objection cannot be accepted at this stage. The Alliance Agreement relied upon by the Petitioner is stated to be duly stamped and signed by the Respondent. There is an Intellectual Property Agreement dated 23rd November 2016 signed by both parties and containing an arbitration clause., the Settlement Agreement dated 21st August 2024 was executed by both parties. Clause 3 of the Settlement Agreement revived and reinstated the earlier agreements. Therefore, the relationship cannot be examined by taking the Alliance Agreement alone and ignoring the other agreements and the subsequent conduct of the parties. The parties acted upon the contractual arrangement. Disputes arising from the same contractual framework were earlier taken to arbitration.

39. In *Hindustan Construction Co. Ltd. v. Bihar Rajya Pul Nirman Nigam Ltd.*, (2026) 3 SCC 264, the Supreme Court observed in paragraph 56:

> "56. It is significant to note that in an earlier dispute between the same parties, arising from the same contractual framework, arbitration had been invoked under Section 11, and the respondents had accepted the resulting award without protest. Such consistent conduct fortifies the conclusion that both parties intended to, and indeed did, submit their disputes to arbitration."

40. The Supreme Court held in paragraph 57:

"57. These circumstances collectively establish a clear meeting of minds and constitute compelling evidence of a valid and subsisting arbitration agreement within the meaning of Section 7(4)(c). Having invoked and participated in the arbitral process, the respondents cannot now be permitted to resile from its earlier position."

41. The above principle applies to the present case. The Respondent had earlier acted upon the arbitration arrangement. Disputes arising from the same contractual framework were taken to arbitration. The contractual arrangement was revived by the Settlement Agreement. Therefore, contention that there was no agreement to arbitrate cannot be accepted.

42. The Petitioner has relied upon the letter dated 23rd August 2026 by which the Respondent invoked arbitration under the same contractual arrangement. A party which invokes the arbitration clause and seeks reference of the disputes to arbitration cannot contend that there is no arbitration agreement. The conduct is relevant while considering Section 7(4) of the Act and supports the conclusion that the parties understood the contract to contain an agreement to arbitrate.

43. The objection regarding unilateral appointment requires to be considered. The arbitration clause states that the Sole Arbitrator is to be appointed by ZLL. The Petitioner submits that no Arbitrator has been appointed unilaterally, and that only two names were suggested to the Respondent. This may explain the conduct of the Petitioner. It does not alter the wording of the arbitration clause, which gives ZLL the power to appoint the Sole Arbitrator. The objection to that mechanism cannot be ignored. At the same time, the defect in the appointment mechanism does not destroy the entire arbitration agreement. The agreement to arbitrate is one matter and the mechanism for appointment of the Arbitrator is another. Where the intention to arbitrate is clear, the defective part concerning appointment can be separated and the Arbitrator can be appointed.

44. In the present case, the intention of the parties to refer their disputes to arbitration is clear from the agreements, the Settlement Agreement and their conduct. The parties have acted upon the arbitration arrangement earlier., the entire arbitration agreement cannot be held invalid merely because the appointment mechanism requires correction. The appointment of the Arbitrator will have to be made in accordance with law.

45. I find that there is a valid agreement between the parties to refer their disputes to arbitration. The objection regarding the unilateral appointment mechanism does not destroy the agreement to arbitrate. The principal dispute concerns the continued use by the Respondent of the Petitioner's trademark, brand and MLZS Program after termination of the agreements. The Petitioner relies upon Clause 7.5 of the Intellectual Property Agreement, which provides:

> “Upon any termination or expiration of this Agreement, the USER shall cease any and all use of the Intellectual Properties, including, but not limited to, removing the Intellectual Properties from the USER's websites, collateral and other promotional materials and documentation within 7 (seven) days”.

46. The effect of this clause is clear. Upon termination or expiry, the USER has to stop using the Intellectual Properties. It is required to remove the same from the website, promotional material and documentation within seven days. The Academic Agreement contains Clause 14.10. Under that provision, after termination, the Respondent cannot represent that its collaboration with the Petitioner continues. It cannot advertise such collaboration or invite applications on the basis of the MLZS Program. Thus, the parties have agreed regarding the consequences which follow termination. The Court has to give effect to these contractual provisions while considering the interim relief.

47. The judgments relied upon by the Petitioner support this position. In *Velcro Industries B.V.*, this Court considered the continued use of a mark by a former licensee. The Court found that such use could create an impression that the former licensee was "still connected with or have a licence from the Plaintiffs". The principle is relevant to the present dispute because the Respondent claims its right to use the Petitioner's mark through the contract.

48. In *Viridian Development Managers Private Limited*, the Court held in paragraph 16:

> "16. It is well settled that once the licence contract is terminated, any use of mark by the ex-licensee of the mark would amount to infringement of the mark of the licensor and would deceive the public, inasmuch as the public would be led to believe that the ex-licensee is still connected with the licensor. Thus, the ex-licensee cannot be allowed to use the mark after termination of license."

49. The above principle is applicable at the interim stage. The Respondent may contend before the Arbitral Tribunal that the termination was not valid. But such contention does not confer a right to use the mark as though the licence continues.

50. The Division Bench judgment in *Morgardshammar India Limited*, states that "once the licence is revoked, any use by the licensee of the trademarks and trade name would amount to infringement of the trade mark and the rights of the proprietor". In paragraph 41, the Court observed:

> "It is obvious that a case of infringement of trade mark is made out by the respondent in case the agreement is validly terminated. And after the termination of the Trade Mark Agreement, as per settled law, the appellants by no means can be considered as permitted user."

51. The same principle was considered in *Sorrel Hospitality Pvt. Ltd.* The Court held that even when the licensee disputes the legality of termination, the requirement to discontinue use of the mark can operate, leaving the licensee to pursue its remedy in damages.

52. These judgments do not require this Court to finally decide the validity of the termination. That issue can be decided by the learned Arbitral Tribunal. The question is whether, after termination, the Respondent can continue using the Petitioner's mark as though the licence continues. On the contractual provisions and the principles stated in the above judgments, I find that the Respondent cannot claim such a right merely because the termination is disputed.

53. The Respondents have relied upon the Government directions issued by the Department for Education, State of Uttarakhand. According to the Respondents, these directions relating to textbooks prevented them from procuring and using Litera Gear and made the contractual arrangement incapable of performance.

54. The Government directions dated 27th June 2013 and 17th August 2017 have been relied upon. The material before the Court indicates that schools are required to use textbooks published by NCERT or SCERT, Uttarakhand, or those prescribed by ICSE or CBSE. The Petitioner has pointed out that NCERT textbooks form part of Litera Gear. It is pointed out that CBSE Rule 2.4.7 states:

> “Schools may use supplementary material as per their requirement”.

55. The Respondents are correct to the extent that the school has to comply with Government directions concerning prescribed textbooks. A agreement cannot permit a school to act contrary to a Government direction. However, the material placed before this Court does not establish that worksheets, workbooks or supplementary educational material are prohibited in addition to the prescribed textbooks. The Respondents' case appears to be that because prescribed textbooks have to be used, the Petitioner's supplementary material could not be used. The material before the Court does not establish such a prohibition. The Government communications relied upon require use of the prescribed textbooks. They do not prohibit supplementary educational material. The Government directions relied upon by the

Respondents were in existence when the contract was entered into or revived. The direction dated 27th June 2013 preceded the Academic Agreement dated 1st June 2017. The direction dated 17th August 2017 was in existence before the Settlement Agreement dated 21st August 2024. Therefore, these directions cannot be treated as a new prohibition which arose after the Respondent accepted the contract. If the Respondents contend that the directions made performance impossible, it was necessary to show that the directions prohibited the particular obligation in question. On the material before this Court, that has not been shown.

56. The correspondence with the Department requires consideration. The Respondent wrote to the Department on 6th September 2025 raising objections concerning the sale of Litera Gear., on 2nd March 2026, the Respondent stated that the Petitioner was “forcing us to use their books”. The Petitioner submits that the Respondent did not disclose that NCERT books formed part of Litera Gear. The replies of the Department continued to state that schools were required to use textbooks published by NCERT or SCERT or those prescribed by ICSE or CBSE. No material has been shown to this Court which establishes that the Department directed the Respondent to stop using all supplementary educational material or declared Litera Gear to be prohibited.

57. The Petitioner has alleged mala fide conduct on the part of the Respondent. However, I do not find it necessary to record a final finding of mala fides in the present proceedings. The correspondence does show that the Respondent relied upon the Government directions while objecting to the contract. There is material showing that NCERT books formed part of Litera Gear. But the complete material regarding the representations allegedly made by the Respondent before the Department is not before the Court. Therefore, no final finding of mala fides is called for at this stage. The limited question is whether the Government directions prohibited performance of the obligation. On that question, I find that the Respondents have not established any such prohibition.

58. The next question concerns the termination of the agreements. The Respondents dispute the validity and consequences of termination, whereas the Petitioner relies upon the express termination provisions. Clause 14.4 of the Academic Agreement gives the Petitioner a right to terminate without assigning any reason. Clauses 7.2 and 7.3 of the Intellectual Property Agreement are relied upon as providing for termination. It is clear that the agreements were not intended to continue permanently without any right of termination.

59. The principle stated by the Supreme Court in Indian Oil Corporation Ltd, is relevant. In paragraph 12, the Supreme Court considered an agreement which could be terminated in accordance with its terms and held that a contract which is “in its nature determinable” cannot be enforced under Section 14(1) of the Specific Relief Act. The Supreme Court did not sustain restoration of the distributorship even though the Arbitrator had found the termination to be invalid.

60. *Rajasthan Breweries Ltd.*, explains the same principle. Where a contract can be brought to an end, it is a determinable contract. The Court cannot compel the parties to continue such a contract by granting specific performance. If termination is found to be wrongful, the appropriate remedy may be compensation in accordance with law. This principle has a direct bearing on the reliefs sought in the present Petition. If the Respondent seeks continuation of the terminated Alliance Agreement, such relief cannot be granted under Section 9 where the contract is determinable. Whether the termination dated 24th March 2026 was valid or not is a matter which can be decided in arbitration. But merely because the termination is disputed, the Respondent cannot automatically claim that all contractual rights continue.

61. The material shows that the Petitioner issued a Notice of Breach dated 17th March 2026. The Respondent replied on 23rd March 2026 and its Advocate replied on 24th March 2026. The Petitioner issued the termination notice dated 24th March 2026. The Respondent disputes the justification for termination. That dispute can be examined by the learned Arbitral Tribunal. For the present purpose the contract regarding termination and its consequences are relevant.

62. I find that the Petitioner has established a strong prima facie case that after termination the Respondent has no contractual right to use the Petitioner's registered trademarks or to represent that its association with the Petitioner continues. The Respondent may establish before the learned Arbitral Tribunal that the termination was wrongful. However, until such determination, the challenge to termination does not confer upon the Respondent a right to continue using the Petitioner's marks contrary to Clause 7.5 of the Intellectual Property Agreement and Clause 14.10 of the Academic Agreement.

63. The balance of convenience lies in protecting the Petitioner's trademark rights. Continued use of a registered mark by a former licensee can cause persons dealing with the school to believe that the contractual relationship is still continuing. This is the concern recognised in *Velcro, Viridian* and *Morgardshammar*. The Respondent cannot claim that use is necessary for protection of a contractual right when the agreement has been terminated. If the termination is held to be wrongful, the Respondent can pursue such remedy as may be available in law.

64. The prayer concerning the MLZS Program stands on a separate footing. The Petitioner claims that the MLZS Program is its proprietary programme and that the Respondent obtained the right to implement it only under the contractual arrangement. Clause 3.2(x) of the Academic Agreement connects the right to use the MLZS Program with the term of the Agreement. Clause 14.10 prevents the Respondent from representing any continuing association after termination. Therefore, after termination, the Respondent cannot prima facie continue to implement the Petitioner's proprietary MLZS Program under the Petitioner's identity as though the agreement continues to operate.

65. The prayer concerning use of indicia showing association, affiliation or connection with the Petitioner follows from the same contract. Once the contract has ended, the Respondent cannot represent to parents, students or other members of the public that it continues to be an MLZS school or remains affiliated with the Petitioner, when the contractual basis for such representation has come to an end.

66. Prayer (d) requires a different consideration. By this prayer, the Petitioner seeks that if the Respondent continues to use the MLZS Program, it should procure Litera Gear from the Petitioner and pay Alliance Fees. In substance, this would require continuation or creation of a contractual arrangement after termination. In view of the principles stated in *Indian Oil Corporation* and *Rajasthan Breweries*, such relief cannot be granted as an interim measure where the contract is determinable. The Court cannot create a fresh contract between the parties under the guise of Section 9 relief.

67. The prayer for discovery of documents and information requires to be considered in a limited manner. The Petitioner seeks details of students enrolled for the Academic Year 2026-2027 and documents concerning transactions involving the MLZS Program or the Petitioner's mark after termination. Such material is relevant to the Petitioner's monetary claims and the allegation of continued use after termination. Some disclosure is justified. However, the prayer as framed is wide and includes computers and laptops. An unrestricted direction for inspection of computers and laptops would be wider than what is necessary. The disclosure should be confined to documents and records connected with the use of the Petitioner's marks and MLZS Program, students enrolled in connection with such programme, fees received and accounts relevant to the monetary claims.

68. The prayer for preservation of documents stands on a stronger footing. There is a dispute concerning use of the Petitioner's marks, implementation of the MLZS Program, students enrolled, fees received and financial transactions after termination. Relevant documents require to be preserved so that they remain available during the arbitral proceedings. Such preservation does not decide the rights of either party. It only ensures that relevant evidence is not lost.

69. The prayer for furnishing a Bank Guarantee of Rs.48,39,440.76/- and the alternative prayer for appointment of a Receiver require greater caution. The amount claimed consists of dues stated to be payable for the academic year 2025-2026 and estimated dues for the academic year 2026-2027. The Respondent disputes the liability and the amount relating to the future academic year is admittedly based on an estimate. The amount payable would require examination of the agreements, accounts, number of students, fees received and other relevant material. These matters can be considered by the learned Arbitral Tribunal. On the present material, I am not satisfied that the Petitioner has established a sufficient case for securing the entire amount of Rs.48,39,440.76/- by directing the Respondent to furnish a Bank Guarantee.

70. The alternative prayer for appointment of a Receiver cannot be granted merely because there is a monetary dispute.

Appointment of a Receiver to collect admission fees and other fees of a functioning school would interfere with the day-to-day functioning of the school. The material before the Court does not establish such necessity.

71. In view of the foregoing discussion, and upon overall assessment of the material record, the following order is passed:

(i) The Petition is partly allowed;

(ii) Pending commencement and adjudication of the arbitral proceedings between the Petitioner and the Respondent, the Respondent, its servants, agents, assigns, and all persons claiming through or under the Respondent are restrained from conducting or representing any business, school or educational programme under the name and style of "MOUNT LITERA ZEE SCHOOL" or "MLZS", or under any mark or name which is deceptively or phonetically similar thereto;

(iii) Pending commencement and adjudication of the arbitral proceedings, the Respondent, its servants, agents, assigns and all persons claiming through or under the Respondent are restrained from using or implementing the Petitioner's MLZS Program;

(iv) The Respondent, its servants, agents, assigns and all persons claiming through or under the Respondent are restrained from using any name, mark, logo, representation, description, material or other indicia so as to represent or indicate that the Respondent, its school or its educational services have any continuing association, affiliation, or connection with the Petitioner;

(v) The Respondent shall, within a period of seven days from the date of this order, remove the name "MOUNT LITERA ZEE SCHOOL", "MLZS" and the Petitioner's other Intellectual Properties from its website, promotional material, advertisements, stationery, signboards and other material under its control, insofar as such use represents or indicates a continuing association or affiliation with the Petitioner;

(vi) The Respondent shall preserve and maintain, without deletion, alteration or destruction, all documents and electronic records in its possession, custody, or control relating to the implementation or use of the MLZS Program and/or the marks "MOUNT LITERA ZEE SCHOOL" and "MLZS" after the termination of the agreements in March 2026. Such records shall include, to the extent available, bank account statements, fee receipts, admission records, student records, invoices, accounts, marketing and promotional material, emails, electronic communications and relevant data stored in computers and laptops;

(vii) The Respondent shall, within four weeks from the date of this order, disclose and furnish to the Petitioner a statement containing the number of students enrolled in the Academic Year 2026-27 and the fees received from such students in respect of any educational programme conducted using the MLZS Program or the marks “MOUNT LITERA ZEE SCHOOL” or “MLZS”. The Respondent shall furnish copies of the relevant fee receipts, invoices, and account statements relating to such receipts;

(viii) The disclosure and preservation directed in clauses (vi) and (vii) above shall be confined to documents and information relating to the use of the Petitioner’s MLZS Program and/or the marks “MOUNT LITERA ZEE SCHOOL” and “MLZS” after termination. The Respondent shall not be required, by virtue of this order, to disclose unrelated confidential or personal information;

(ix) Prayer clause (d), seeking a direction to the Respondent to procure Litera Gear from the Petitioner and pay Alliance Fees as a condition for continuing to use the MLZS Program, is rejected. The Court shall not, by an interim order, revive or continue a contractual relationship which has been terminated;

(x) Prayer clause (g), seeking a direction to furnish a Bank Guarantee of Rs.48,39,440.76/- towards alleged dues for the academic year 2025-2026 and estimated dues for the academic year 2026-2027, is rejected at this stage. The entitlement to the said amount and the computation thereof shall remain open for determination in the arbitral proceedings;

(xi) In view of rejection of prayer clause (g), the alternate prayer clause (h) seeking appointment of a Court Receiver to

carbpl21131-2026 with ial29674-2026-J

receive admission fees or other fees of the Respondent is rejected;

(xii) It is clarified that the findings recorded in this order are for the purpose of deciding the present Petition under Section 9 of the Arbitration and Conciliation Act, 1996. The learned Arbitral Tribunal shall decide all disputes arising between the parties, without being influenced by the prima facie observations made in this order;

(xiii) The Respondent shall comply with the directions contained in this order until the arbitral proceedings commence and appropriate orders are passed by the learned Arbitral Tribunal under Section 17 of the Arbitration and Conciliation Act, 1996;

(xiv) The Petitioner shall take steps for commencement of the arbitral proceedings in accordance with law within two months;

(xv) The Petition is accordingly disposed of in the above terms;

(xvi) All contentions of the parties which are not decided by this order are kept open for consideration before the learned Arbitral Tribunal.

(xvii) There shall be no order as to costs.

(xviii) In view of disposal of the Petition, all pending interlocutory application(s) stand disposed of.

(AMIT BORKAR, J.)