

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**FRIDAY, THE SEVENTEENTH DAY OF APRIL
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE THE CHIEF JUSTICE APARESH KUMAR SINGH

ARBITRATION APPLICATION NO: 210 OF 2025

Between:

Next Education India Pvt Ltd, No. 8-2-269/A/2/ 1-6, 1st Floor, East Wing,
Sri Nilaya Cyber Spazio, Beside Annapurna Studios, Road No.2, Banjara
Hills, Hyderabad 500034. Rep by its Director Mr. Daljit Singh Bajwa.

...Applicant

AND

Gokilambal International School, NH 45C, Kuzhavadayan, Annaikarai,
Udayarpalayam, Ariyalur, Tamil Nadu-612902.

...Respondent

Arbitration Application under Section 11 (5) & (6) of Arbitration and Conciliation Act, 1996 read with para 3(1)(c) of the Scheme for Appointment of Arbitrators, 2006 as framed by this Hon'ble Court and under Clause 11.10 of the Master License Agreement dated 07.04.2017 praying that this Hon'ble Court may be pleased to appoint a Sole Arbitrator for the purpose of adjudicating the disputes between the Applicant and the Respondent.

Counsel for the Petitioner: SRI P RUTHVIK

Counsel for the Respondent: ---

The Court made the following: ORDER

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

THE HON'BLE THE CHIEF JUSTICE SRI APARESH KUMAR SINGH

ARBITRATION APPLICATION No.210 of 2025

DATED: 17.04.2026

Between:

Next Education India Pvt., Ltd.
Rep., by its Director, Mr. Daljit Singh Bajwa,
Hyderabad.

... Applicant

AND

Gokilambal International School,
Tamilnadu.

... Respondent

ORDER:

Heard Mr. P. Ruthvik, learned counsel for the applicant

2. By order dated 02.04.2026, this Court proposed to appoint Sri B. Sathaiah, retired District Judge, as an independent Arbitrator to adjudicate the dispute between the parties. The order dated 02.04.2026 is extracted hereunder for easy reference:

“Learned counsel Sri P.Ruthvik appears for the applicant.

Under the Master Licence Agreement - Teachnext dated 07.04.2017, the applicant company undertook to provide services to the respondent institution. But, a dispute arose between the parties. As such, the applicant has invoked arbitration clause No.11.10 of the aforesaid agreement by service of notice dated 29.01.2025 proposing the name of an arbitrator. The respondent has failed to reply thereto despite service of notice. Therefore, the applicant has approached this Court.

Despite valid service of notice, the respondent has neither appeared nor contested the prayer.

Learned counsel for the applicant submits that earlier unilateral appointment of an arbitrator in respect of the same dispute was withdrawn in view of the judgment of the Apex Court in **Perkins Eastman Architects DPC v. HSCC (India) Limited** ((2020) 20 SCC 760 : 2019 SCC OnLine SC 1517). Thereafter, the present application has been preferred, as the respondent has failed to respond to the notice dated 29.01.2025 invoking arbitration clause 11.10 of the Master Licence Agreement - Teachnext dated 07.04.2017.

The dispute relates to payment of outstanding dues in lieu of products and services provided by the applicant to the respondent. The applicant had proposed the name of an arbitrator, but in the absence of reply, it had approached this court for appointment of an independent arbitrator.

On hearing learned counsel for the applicant, it appears that the Master Licence Agreement - Teachnext entered between the parties contains an arbitration clause, which has been invoked by the applicant for adjudication of the dispute relating to payment of outstanding dues towards products and services provided to the respondent. Since the respondent has failed to respond to the notice invoking the arbitration clause and the ingredients for invocation of the jurisdiction of this court are satisfied as above, I propose to appoint Sri B.Sathaiah, Retired District Judge (Resident of Flat No.202, NMSK Sadan, Road No.5, Sainagar, Nagole, Hyderabad; Mobile No.9052620494), as an independent arbitrator to adjudicate the dispute between the parties. Needless to say, it would be open for the respondent to take all grounds of law and facts, including the question of limitation, if any, before the learned arbitrator.

The proposed arbitrator is requested to submit his consent and a declaration in terms of Section 12(1) read with Schedule VI of the Arbitration and Conciliation Act, 1996.

Registry is directed to communicate this order to the proposed arbitrator.

The matter be listed after three weeks with the response, if any, of the proposed arbitrator."

3. The proposed Arbitrator has submitted his consent along with a declaration under Section 12(1) read with Schedule VI of the Arbitration and Conciliation Act, 1996 (for short, 'the Act') by letter dated 15.04.2026.
4. Learned counsel for the applicant, therefore, submits that appointment of the proposed Arbitrator may be confirmed.

5. In that view of the matter, I hereby appoint Sri B.Sathaiah, Retired District Judge (Resident of Flat No.202, NMSK Sadan, Road No.5, Sainagar, Nagole, Hyderabad; Mobile No.9052620494), to act as an independent Arbitrator in respect of the dispute between the parties.

6. Registry is directed to serve a xerox copy of the entire pleadings to the learned Arbitrator. The learned Arbitrator is requested to keep in mind the fee prescribed in Schedule IV of the Act and the time limit prescribed under Section 29A of the Act.

7. The Arbitration Application is, accordingly, disposed of.

Miscellaneous applications pending, if any, shall stand closed.

//TRUE COPY//

SD/- K.SHYLESHI
JOINT REGISTRAR

SECTION OFFICER

To,

1. Sri B. Sathaiah, Retired District Judge (Resident of Flat No.202, NMSK Sadan, Road No.5, Sainagar, Nagole, Hyderabad; Mobile No.9052620494) (By Special Messenger) (Along with a copy of affidavit and material papers)
2. One CC to Sri P Ruthvik, Advocate [OPUC]
3. Two CD Copies

ABK /BA

HIGH COURT

DATED: 17/04/2026

ORDER

ARBAPPL.No.210 of 2025



DISPOSING OF THE ARBAPPL

(5) MT
21/4/26