

Shabnoor

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN IT'S COMMERCIAL DIVISION**

ARBITRATION PETITION NO. 68 OF 2026

SHABNOOR
AYUB
PATHAN

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Zee Learn Limited

... Petitioner

V/s.

Sangam Lok Kalyan Shiksha Samiti

... Respondent

Priya Nigwekar i/b Pallavi Chari for the Petitioner.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 10, 2026

P.C.:

1. By the present Petition, the Petitioner has filed an Arbitration Petition under Section 9 of the Arbitration and Conciliation Act, 1996. According to the Petitioner, the Respondent has committed breach of the Academic Alliance Agreement dated 12 November 2014 and the Intellectual Property Rights Agreement dated 12 November 2014. The Petitioner has sought an injunction restraining the Respondents from using, without authority, the Petitioner's registered trademark, trade name and logo.

2. The facts and circumstances which have led to the filing of the present Petition are as follows. The Petitioner is a company incorporated under the Companies Act, 1956. It is engaged, among other things, in the field of education. Its activities include producing or procuring educational software, providing and

imparting training for pre-primary learning and conducting vocational courses through its Alliance Partners across the country. These services are provided through computer, multimedia, internet, offline and online modes under the trademark, trade name, logo and device "MOUNT LITERA", "MOUNT LITERA ZEE SCHOOL", "MLZS" and various other marks having different prefixes and suffixes. The Respondent is an Educational Society which had entered into an agreement with the Petitioner. Under the said agreement, the Respondent was given a limited and non-transferable licence to conduct the MLZS Programme under the Petitioner's trademark "MOUNT LITERA ZEE SCHOOL" at its school situated at Hariharpur, Ajarha Bypass, Behind Gokul Dham, Rewa, Madhya Pradesh, 486 002.

3. The Petitioner claims to be the true owner and registered proprietor of the trademarks "MOUNT LITERA" and "MOUNT LITERA ZEE SCHOOL". It had adopted these trademarks before any other trader in relation to its services and business in the field of education. Such activities include producing or procuring educational software, providing and imparting training for pre-primary, primary, secondary and senior secondary learning, conducting vocational courses through its franchisees across the country through offline and online modes and providing other related goods and services falling under Classes 9, 35, 41, 42 and 43. These activities are carried on under the trademark, trade name, logo, brand and device "MOUNT LITERA", "MOUNT LITERA ZEE SCHOOL", "MLZS" and other variants having different prefixes and suffixes.

4. On 12 November 2014, the Petitioner and the Respondent agreed to work together in accordance with the terms and conditions contained in the Academic Alliance Agreement and the Intellectual Property Rights Agreement. Accordingly, the parties executed the Academic Alliance Agreement, the Intellectual Property Rights Agreement and a Memorandum of Understanding ("MOU") for conducting the Mount Litera Zee School Programme ("MLZS Programme") at the said school. The said arrangement was arrived at pursuant to the discussions held between the parties on 20 October 2014. According to the Petitioner, the Respondent failed to comply with its obligations under the Academic Alliance Agreement. The Respondent failed to pay the Alliance Fee payable to the Petitioner for the Academic Years 2020-21 and 2021-22. The amount claimed as outstanding is Rs. 8,46,357/- (Rupees Eight Lakh Forty-Six Thousand Three Hundred and Fifty-Seven Only). According to the Petitioner, the said amount continues to remain due and payable by the Respondent.

5. The Petitioner has placed photographs on record which, according to it, show that the Respondent continues to use the Petitioner's name, brand, logo and trademark. The Petitioner states that the Academic Alliance Agreement was terminated under Clause 14.9 thereof on account of the Respondent's failure to make payment. According to the Petitioner, upon such termination, the Respondent's right under the Agreement to use the Petitioner's intellectual property came to an end. On this basis, the Petitioner has filed the present Petition seeking ad-interim and interim injunctions against the Respondent.

6. Despite service of the Petition, the Respondent has failed to appear before the Court and has not contested the claims made by the Petitioner. The Petition is, therefore, being considered and decided on its merits on the basis of the material placed on record.

REASONS AND FINDINGS

7. I have considered the statements made in the Petition, the documents produced before the Court and the reliefs asked by the Petitioner. The Respondent was duly served with the Petition. Even after service, the Respondent has not appeared before the Court. Therefore, there is no material from the Respondent before the Court to dispute the facts stated by the Petitioner. However, merely because the Respondent has remained absent, the statements of the Petitioner cannot be accepted without looking into the material on record. The Petitioner still has to show that there is sufficient basis for granting relief under Section 9 of the Arbitration and Conciliation Act, 1996.

8. The case of the Petitioner is that the parties entered into the Academic Alliance Agreement, the Intellectual Property Rights Agreement and the Memorandum of Understanding dated 12 November 2014 for conducting the Mount Litera Zee School Programme in the Respondent's school. Under this arrangement, the Respondent was given a limited and non-transferable licence to conduct the MLZS Programme using the Petitioner's trademark "MOUNT LITERA ZEE SCHOOL". Therefore, the Respondent did not get any separate or independent right to use the Petitioner's name, trademark, logo or other intellectual property. The right to

use these things was given only under the agreements between the parties. The Petitioner has stated that the Respondent failed to carry out its obligations under the Academic Alliance Agreement. The Respondent failed to pay the Alliance Fee for the Academic Years 2020-21 and 2021-22. As stated by the Petitioner, an amount of Rs.8,46,357/- is still payable by the Respondent. The Petitioner has relied upon Clause 14.9 of the Agreement and has stated that the Agreement was terminated because the Respondent failed to make the required payment. According to the Petitioner, after such termination, the Respondent no longer had any right to use the Petitioner's intellectual property.

9. At this stage, the Petitioner's claim for money and the protection sought for its intellectual property have to be considered separately. The claim of Rs.8,46,357/- may be decided by the Arbitrator in accordance with the agreement between the parties. This Court, while considering the present Petition, is not required to finally decide the whole monetary dispute between the parties. The question which is required to be considered now is whether the Petitioner has placed sufficient material to show that its trademark, trade name, logo and other related intellectual property require protection until the dispute is considered in arbitration.

10. The Petitioner has stated that the Respondent was permitted to use the Petitioner's trademark only because of the agreement between the parties. This fact is important. When permission to use another person's trademark is given under an agreement, the right to use the trademark depends upon that agreement. If the

permission comes to an end, the person using the trademark must show some other right if such use is to continue. In the present case, the Respondent has not appeared before the Court and has not shown any right to use the Petitioner's trademark.

11. The material placed on record contains photographs which, according to the Petitioner, show that the Respondent continues to use the Petitioner's name, brand, logo and trademark. The final issue regarding the proof and evidentiary value of these photographs can be considered in the proper proceedings. At this stage, however, the photographs are relevant for considering whether there is a use, or possibility of use, of the Petitioner's trademarks. The photographs, when considered along with the Petitioner's case that the Agreement has been terminated, provide sufficient material for granting interim protection.

12. In these circumstances, the relief sought under prayer clause (a) is required to be considered. The purpose of this prayer is to prevent the Respondent from to represent that its educational services are connected with the Petitioner's brand after the arrangement between the parties has ended. The Petitioner has placed material to show that "MOUNT LITERA" and "MOUNT LITERA ZEE SCHOOL" are its registered trademarks. It has stated that the Respondent was given only a limited and non-transferable licence to use the mark for the MLZS Programme. The Respondent has not placed any material before the Court showing that this permission continued after termination of the Agreement.

13. The Court has to consider the possibility of confusion in the minds of students, parents and members of the public. If the Respondent is permitted to continue using the Petitioner's trademark, logo or a deceptively similar mark, a person seeing such name or mark may understand that the Respondent's school or services continue to be associated or affiliated with the Petitioner. At this stage, it is not necessary to finally decide whether the Respondent intended to create such confusion. When the earlier right to use the mark was based upon a licence, continued use after the end of that right may give an impression that the earlier association is still continuing.

14. In these circumstances, I find that the Petitioner has established a prima facie case for protecting its trademark and related indicia. The balance of convenience is in favour of the Petitioner. The Respondent has not shown before the Court that it has any right to use the Petitioner's marks. If the Respondent is allowed to continue using the marks during the arbitration, the Petitioner's proprietary and commercial rights may continue to be affected. The harm resulting from such unauthorised representation may not be adequately compensated merely by an award of money at a later stage. At the same time, the injunction has to be kept within the limits of the grievance which has been established before the Court. At this interim stage, there is no material requiring the Respondent to be stopped from conducting its educational activities generally. The restraint is required only against the use of the Petitioner's trademark, brand, logo or any deceptively similar mark in a manner which gives an impression of

association or connection with the Petitioner. Prayer clause (a), to this limited extent, therefore deserves to be granted.

15. The Petitioner has sought relief under prayer clause (b). This prayer is connected with prayer clause (a). The Petitioner's grievance is not limited to the use of the exact words "MOUNT LITERA" or "MOUNT LITERA ZEE SCHOOL". If the Respondent is stopped from using the exact trademark but is permitted to use another name, representation, material or device which gives an impression that the school continues to be affiliated or connected with the Petitioner, the protection granted by the Court would not serve its purpose. The material before the Court shows that the Respondent's association with the Petitioner's educational programme arose from the agreements entered into between the parties. The Petitioner has stated that this arrangement has been terminated. The Respondent has not appeared before the Court to show that any right under the agreements continues in its favour. In these circumstances, there is sufficient basis to restrain the Respondent from making any representation which gives an incorrect impression that the earlier association or affiliation with the Petitioner continues. The relief under prayer clause (b) is justified. However, the words "any indicia whatsoever" in prayer clause (b) cannot be given an unlimited meaning. They cannot mean that the Petitioner can prevent the Respondent from making every possible reference to the Petitioner, irrespective of the nature of such reference. The restraint has to be understood in the context of the dispute before the Court. The Respondent is to be restrained from using any name, representation, device, material or other

indication for showing or representing that there is an existing association, affiliation or connection with the Petitioner when there is no permission or right for making such representation.

16. The Petitioner has sought discovery and preservation of documents under prayer clause (c). The relief under prayer clause (c) is different from the injunctions sought under prayer clauses (a) and (b). The purpose of discovery and preservation is to ensure that relevant documents and evidence are not withheld, destroyed or lost before the arbitral proceedings or other appropriate proceedings. The Petitioner has alleged that the Respondent continues to use its trademark, name, brand and logo even after termination of the Agreement. The Petitioner has relied upon photographs showing such alleged use. Therefore, documents and information relating to the Respondent's use of the Petitioner's trademarks may have direct relevance to the dispute. However, the prayer for complete discovery of "any and all documents and information" is very wide. An interim order should not permit an unrestricted examination of the entire affairs and documents of the Respondent when the dispute concerns the Petitioner's and intellectual property rights. Therefore, the direction has to be limited to the relevant documents and information. It should cover documents and information concerning the use of the Petitioner's trademarks, trade name, logo, brand or other indicia and transactions or activities connected with such use.

17. The Respondent is required to preserve the documents and evidence in its possession which relate to the present dispute. Such a direction is proper because these documents may be required for

deciding the disputes between the parties. Directing the Respondent to preserve material already in its possession, relating to the alleged use of the Petitioner's intellectual property, does not cause substantial prejudice to the Respondent. Such preservation will help in deciding the dispute on the basis of the relevant material available with the parties.

18. I therefore find that the Petitioner has established a sufficient prima facie case for granting relief under prayer clauses (a), (b) and (c), subject to keeping the reliefs within proper limits. The Respondent has neither appeared before the Court nor produced any material showing that it has a subsisting licence or any other legal right to use the Petitioner's trademark, trade name, logo or brand after termination of the Academic Alliance Agreement.

19. As regards prayer clauses (d), (e) and (f), the Petitioner has sought appointment of a Receiver for management of the school affairs, opening of an Escrow Account and furnishing of a Bank Guarantee of Rs.8,46,357/-. These prayers mainly concern the monetary and financial dispute between the parties. On the material presently available, I am not satisfied that such extensive measures are necessary for protecting the Petitioner's trademark or preserving the subject matter of the arbitration. The Petitioner's monetary claim can be decided and recovered in the arbitral proceedings. The material before the Court does not justify taking over the management of the school or directing the Respondent to route all its financial transactions through an Escrow Account. The Respondent's failure to appear before the Court cannot by become a reason for granting every relief sought by the Petitioner. Each

relief has to be considered on the basis of the material placed on record. In the present case, the Petitioner has shown that immediate protection of its trademark and related intellectual property is required. However, the same material does not show that appointment of a Receiver, opening of an Escrow Account or furnishing of a Bank Guarantee is necessary at this stage.

20. On an overall consideration of the pleadings, the agreements referred to by the Petitioner, the allegation that the Agreement was terminated because of non-payment, the alleged continued use of the Petitioner's trademark and the photographs placed on record, I am satisfied that the Petitioner has established a prima facie case in respect of prayer clauses (a) to (c). The balance of convenience lies in favour of granting such protection. If the Respondent is permitted to continue representing that its services are connected with the Petitioner during the pendency of the dispute, the Petitioner's proprietary and rights may continue to be affected. It is therefore appropriate to prevent such possible harm at this stage rather than leave the Petitioner to seek compensation after completion of the arbitral proceedings.

21. Accordingly, prayer clauses (a), (b) and (c) deserve to be granted, subject to a clear limitation. The restraint shall be confined to the Petitioner's trademarks, trade name, logo, brand and other indicia and to any representation showing an existing association, affiliation or connection with the Petitioner. The order shall not prevent the Respondent from carrying on its educational activities in accordance with law.

22. In view of the above findings, the following order is passed

(i) The Petition is partly allowed.

(ii) The Respondent, its trustees, directors, proprietor, shareholders, office-bearers, assigns in business, franchises, affiliates, subsidiaries, licensees, agents and all persons acting for or on its behalf are restrained, pending the arbitral proceedings and until orders, from providing, offering or advertising educational or allied services under the trademarks, brand, logo or device "MOUNT LITERA", "MOUNT LITERA ZEE SCHOOL", "MLZS/MUZS" or any deceptively similar mark, in a manner which represents or suggests any association with or affiliation to the Petitioner.

(iii) The Respondent and all persons acting for or on its behalf are restrained from using any name, representation, device, material or other indicia for showing or representing that the Respondent or its services continue to have any association, affiliation or connection with the Petitioner, unless such use is otherwise authorised in writing by the Petitioner or permitted by law.

(iv) The Respondent shall make discovery of documents and information in its possession, custody or control relating to the use of the Petitioner's trademarks, trade name, logo, brand or other indicia and transactions or activities connected with such use. The Respondent shall preserve all documents and other evidence in its possession relating to the subject matter of the present dispute.

(v) The reliefs sought in prayer clauses (d), (e) and (f) are rejected at this stage.

(vi) The remaining reliefs shall stand governed by the above findings and are disposed of accordingly.

(AMIT BORKAR, J.)