

**IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION**

ARBITRATION PETITION (C) NO(S).60/2026

11.1 KM-S PTE- LTD.

PETITIONER(S)

VERSUS

UPGRAD EDUCATION PVT. LTD.

RESPONDENT(S)

O R D E R

1. The instant petition has been filed under section 11(6) of the Arbitration and Conciliation Act, 1996 (1996 Act) seeking appointment of a Sole Arbitrator for the adjudication of disputes that have arisen between the parties.

2. The Petitioner is a body corporate incorporated under the laws of Singapore, and is engaged in providing consultancy and advisory services, while the Respondent is an Indian company engaged in online higher education and professional upskilling services.

3. A Consultancy Agreement dated 30.12.2021 (Agreement) was executed between the Petitioner and Talentedge Education Ventures Private Limited (Talentedge), under which the Petitioner agreed to render consultancy services to facilitate partnerships with Indian universities. In April 2022, the Respondent acquired Talentedge. Following the same, the Petitioner and the Respondent executed

Addendum-I dated 28.03.2023. Significantly, in its reply dated 21.11.2025, the Respondent itself described the Consultancy Agreement read with Addendum-I as an agreement executed between the Respondent and the Petitioner and expressed its willingness to refer the disputes to arbitration under Clause 11.2.

4. As per Clause 11.2 of the Agreement, all disputes arising out of or in connection with the Agreement shall be resolved by binding arbitration under the 1996 Act, the arbitrator being selected by mutual agreement of the parties or, failing agreement within thirty days of a written notice, in accordance with the provisions of the 1996 Act. Additionally, the seat and venue of the arbitration would be Mumbai, India.

5. It is the Petitioner's case that the Respondent stopped paying the royalty/consultancy fee from January 2025 and failed to share the monthly Management Information System reports from February 2025 onwards. Accordingly, the Petitioner sought to invoke arbitration as contemplated in Clause 11.2 by issuing a notice dated 16.10.2025, in which it proposed the name of a Senior Advocate to be appointed as the Sole Arbitrator. The Respondent, by its reply dated 21.11.2025, rejected the said proposal and, instead, proposed the name of an Advocate, while also suggesting recourse to mediation. Be that as it may, ultimately, the parties could not form

consensus within the thirty-day period stipulated in Clause 11.2.

6. The Petitioner thereafter filed Commercial Arbitration Application (L) No. 5484/2026 before the High Court of Judicature at Bombay, which was withdrawn on 10.04.2026 with liberty to approach the appropriate forum. Subsequently, the parties mutually agreed to appoint the Advocate who was earlier proposed by the Respondent, as the Sole Arbitrator. However, the Disclosure Statement dated 11.05.2026, under Section 12(1) of the 1996 Act, furnished by the said Advocate brought to light certain conflicts, resulting in the Respondent's objection to the said appointment *vide* letter dated 15.05.2026. This series of events resulted in the recusal of the Advocate from the arbitral process on 18.05.2026.

7. On 18.06.2026, the Petitioner proposed another Advocate as the Sole Arbitrator. However, the same proposal was not amenable to the Respondent, who declined it on 24.06.2026, while counter-proposing two other Advocates' names. The parties' further attempts to mutually appoint an arbitrator also regrettably failed. It is in this factual backdrop that the Petitioner has approached this Court.

8. We have heard learned Counsel for the parties and perused the material placed on record.

9. Since the Petitioner is a body corporate incorporated under the laws of Singapore, the proposed arbitration is an international commercial arbitration within the meaning of Section 2(1)(f)(ii) of the 1996 Act. This Court consequently has jurisdiction under Section 11(6) read with Section 11(12)(a).

10. In view of the existence of the arbitration agreement, the invocation thereof, and the failure of the parties to agree upon a sole arbitrator, the petition is allowed. We appoint Justice Gautam S. Patel, former Judge of the Bombay High Court as the Sole Arbitrator to adjudicate the disputes between the parties arising out of or in connection with the Consultancy Agreement dated 30.12.2021 read with Addendum-I dated 28.03.2023. The seat and venue of the arbitration, in accordance with the said agreement, shall be Mumbai, India.

11. The learned Arbitrator shall determine the fees and other modalities of the arbitration in consultation with the parties. The appointment shall be subject to the learned Arbitrator furnishing the disclosure contemplated by Section 12(1) read with the Sixth Schedule of the 1996 Act and there being no legal impediment to the appointment.

12. All rights and contentions of the parties on the merits, including their respective claims, counterclaims

and defences, are left open for determination by the learned Arbitrator.

13. The Arbitration Petition is disposed of in the above terms. Pending application(s), if any, also stand disposed of.

.....CJI.
(SURYA KANT)

.....J.
(JOYMALYA BAGCHI)

.....J.
(V. MOHANA)

NEW DELHI;
SEPTEMBER 28, 2026

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Arbitration No(s).60/2026

11.1 KM-S PTE- LTD.

Petitioner(s)

VERSUS

UPGRAD EDUCATION PVT. LTD.

Respondent(s)

Date : 28-09-2026 This petition was called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE JOYMALYA BAGCHI
HON'BLE MRS. JUSTICE V. MOHANA

For Petitioner(s) :Mr. Rubin Vakil, Adv.
Ms. Sonam Mhatre, Adv.
Mr. Akash Kakade, Adv.
Mr. Prashant Phad, Adv.
Ms. Sharvari Shinde, Adv.
Mr. Umar Farooq, Adv.
Mr. Somanatha Padhan, AOR

For Respondent(s) :Mr. Tarang Agarwal, Adv.
Mr. Deepankar Mishra, Adv.
Ms. Tanvi Dubey, AOR
Mr. Yash Dubey, Adv.
Mr. Mekala Ganesh Kumar Reddy, Adv.
Mr. Shashank Tiwari, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. The Arbitration Petition is disposed of in terms of the signed order.
2. Pending interlocutory applications, if any, also stand disposed of.

(ARJUN BISHT)
ASTT. REGISTRAR-cum-PS

(PREETHI DILEEP KUMAR)
DY. REGISTRAR

(signed order is placed on the file)