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IN THE HIGH COURT OF DELHI AT NEW DELHI

*Judgment reserved on: 24.09.2025**Judgment pronounced on: 26.09.2025*

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O.M.P.(I) (COMM.) 382/2025

M/S ND INFO SYSTEMS PVT. LTD.

.....Petitioner

Through: Mr. Jayant Mehta, Sr. Adv. with Mr.
Tanuj Khurana, Mr. Honey Jain,
Ashish Batra, Mr. Om Shelat, Adv.

versus

REHABILITATION COUNCIL OF INDIA

.....Respondent

Through: Mr. Manish Kumar, Adv.

CORAM:**HON'BLE MR. JUSTICE JASMEET SINGH****J U D G M E N T**

1. The subject matter of the present dispute concerns admissions to Diploma and Certificate courses to the specially abled candidates, an area which directly impacts the academic and professional futures of thousands of specially abled candidates across the country. Therefore, the present dispute is not merely an ordinary contractual dispute between two entities, but has significant consequences for marginalized section of society who are equally entitled to opportunity in education/ specialised skills for career enhancement. To my mind, in such matters, the welfare of candidates must be kept safe and at the forefront, as the primary objective of the learning system is to ensure that learning opportunities are not disrupted or denied on account of contractual disputes between parties as in the present case is.



2. The academic sessions, career progression, and long-term rehabilitation of thousands of specially abled candidates are at stake. Any disruption in the admission process has a cascading effect as it not only delays commencement of classes, but it also causes distress, uncertainty, and loss of academic year, which cannot be compensated in monetary terms.
3. Coming to the case in hand, the present petition has been filed by the petitioner under section 9 of the Arbitration and Conciliation Act, 1996¹ seeking the following reliefs against the respondent:-

“a. Ad Interim order in favour of the Petitioner and against the Respondent, thereby staying the operation of the impugned circular, dated 12.09.2025, as published on the website of the Respondent, thereby informing all the concerned institutions and candidates, the admission schedule for the admissions in the academic session 2025-26 and further notifying that the first round of counselling, is scheduled for 17.09.2025 and 18.09.2025, which clearly brings on record that the Respondent, is in the process of declaring the results of the counseling, illegally, bypassing the scope of work, entrusted to the Petitioner, under the contract between the parties, in a systematic pre-determined manner, after obtaining all the data from the Petitioner, which clearly smacks of arbitrariness, is completely autocratic, unreasonable, irrational, illogical, discretionary, and is highly unjustified, and is liable to be

¹Hereinafter referred to as “1996 Act”.



stayed, during the pendency of the arbitral proceedings to be initiated between the parties;

b. grant any other relief or relieves in that behalf as may be deemed fit and proper in the facts and circumstances of the case.”

FACTUAL MATRIX

4. The petitioner, a company incorporated under the Companies Act, 1956, with its registered office at T-08-06-02, Commonwealth Games Village, Laxmi Nagar, near Akshardham Temple, New Delhi-110092, is engaged in providing e-governance solutions. Its services include end-to-end online (computer-based/internet-based) and offline (OMR-based) examination management, computerized scrutiny of documents, software development, fee payment gateways, grievance management systems, and university automation through enterprise resource planning for various State Governments, PSUs, Boards, and Universities.
5. The respondent, a statutory body under the Ministry of Social Justice & Empowerment, Department of Empowerment of Persons with Disabilities, is responsible for standardizing curriculum, monitoring training standards, and regulating the training of rehabilitation professionals/personnel.
6. On 01.03.2022, the respondent issued a Request for Proposal² for conducting the All India Online Aptitude Test³ for admission to RCI-approved diploma courses for 2022-23. The petitioner's bid was

²Hereinafter referred to as “RFP”.

³Hereinafter referred to as “AIOAT”.



accepted, and a work contract was awarded on 10.06.2022. Thereafter, a Services Agreement dated 12.08.2022⁴ was executed, assigning the responsibilities to the petitioner for online registration, exam scheduling, admit cards, question banks, conduct of exams, and declaration of results. The said Agreement contains arbitration clause being Clauses 22 and 23. In pursuance thereof, the petitioner successfully conducted the AIOAT on 04.09.2022 for the academic session 2022-23 and was issued a completion certificate on 30.12.2022.

7. On 09.05.2025, the General Body of the National Board of Examination in Rehabilitation⁵ resolved that admissions for 2025-26 would be conducted on a centralized online admissions to Diploma/Certificate level courses purely on merit basis, without conducting the AIOAT, and recommended continuation of the MoU/Agreement with the petitioner. Accordingly, the petitioner, on 14.05.2025, submitted a proposal for an AI-based End-to-End Counselling and Admission Management System, reaffirming on 03.06.2025 its consent to continue on the same terms.
8. At a meeting held on 06.06.2025, it was decided that admissions would be on merit basis with a maximum of three counselling rounds, all terms of the earlier Agreement to be followed, and the petitioner to prepare merit lists, ensure publicity, and complete the process by 14.07.2025. The petitioner was also to submit revised timelines, procedures, and publicity material for approval.

⁴Hereinafter referred to as "Agreement".

⁵ Hereinafter referred to as "NBER".



9. On 13.06.2025, the respondent issued an addendum reiterating the merit-only admissions. On 14.07.2025, the registration deadline was extended to 25.07.2025. By 22.07.2025, 53,864 candidates had registered, out of which 43,470 paid fees. As the extension approval remained pending, the petitioner wrote on 28.07.2025 and 29.07.2025 seeking clarity and highlighted the fact that in the absence of official communication, its call centers were receiving numerous candidates queries. Further, the scheduled date of publication of merit list i.e. 28.07.2025 lapsed, and on 31.07.2025, the petitioner was asked to submit a revised counselling and admission schedule, along with institute-wise and course-wise seat bifurcation, which it duly provided along with draft communications for institutes with their login credentials.
10. On 18.08.2025, the respondent sought transfer of registration fees and submission of candidate data and timelines. The petitioner, in reply dated 21.08.2025, clarified that the fees required reconciliation and audit before remittance, the data had already been submitted, and the counselling result had been prepared in line with departmental guidelines and communicated on 03.08.2025, though awaiting approval of the respondent. In the meanwhile, the petitioner deposited unaudited provisional amount of Rs.1,14,13,350/- with the respondent.
11. On 04.09.2025, the respondent again sought transfer of fees and master data of candidates and institutes in both soft and hard copies, which the petitioner complied with on 05.09.2025. Despite this, approval for result declaration was not granted. On 10.09.2025, the petitioner wrote another reminder, pointing out that the admission



process had been stalled for over 40 days, causing anxiety among candidates. The petitioner also deposited balance amount of Rs.99,93,250/- with the respondent.

12. Despite granting approval, on 12.09.2025, the respondent issued the impugned circular announcing the admission schedule and counselling dates of 17.09.2025 and 18.09.2025. By this unilateral action, the respondent is alleged to have bypassed the petitioner's contractual role.
13. Aggrieved by the said action of the respondent, the petitioner has filed the present petition.
14. When the matter came up for hearing before this Court on 22.09.2025, this Court stayed the counselling process scheduled to be undertaken by the respondent till the next date of hearing.

SUBMISSIONS

On behalf of the Petitioner

15. Mr. Jayant Mehta, learned senior counsel appearing for the petitioner submits that the Admission Committee, during its meeting on 06.06.2025, unanimously resolved that all parties must adhere to the terms and conditions of the Agreement, and the petitioner would conduct and complete the admission process for the academic session 2025-2026. Acting pursuant to this resolution, the petitioner undertook all the steps necessary for completing the admission process. The petitioner had the exclusive contractual right to publish the counselling results and finalize admissions. By issuing the impugned circular dated 12.09.2025, the respondent has unlawfully attempted to curtail this right, in breach of the Agreement, thereby adversely



affecting the lives of 48,000 specially abled candidates.

16. Mr. Mehta further contends that the petitioner has not committed any breach of the Agreement. All delays and failure in granting timely approvals, particularly those required to publish the compiled results, are solely attributable to the respondent. The respondent, having received all fees and complete date of the candidate from the petitioner, cannot now claim advantage from its own administrative lapses.
17. He urges that the delays in approvals are caused by the respondent's internal administrative shortcomings, including a lack of coordination between the Admission Committee and the office of the Member Secretary. This disarray led to repeated postponements of key decisions. Under the contractual Scope of Work, the petitioner is required to obtain formal approvals at specific stages, especially before publishing results. Despite timely compliance and repeated reminders by the petitioner, the respondent's inefficiency prevented issuance of approvals, causing avoidable delays for which the petitioner cannot be held liable either legally or equitably.
18. Learned senior counsel further submits that the monetary damages alone cannot remedy the reputational harm, breach of confidential data, or the disruption caused to thousands of specially abled candidates. This is not merely a commercial dispute; the admission process impacts thousands of candidates nationwide, whose education and development is directly affected if the academic session does not commence in a timely and orderly manner.
19. The respondent's unilateral issuance of the impugned circular, without



giving the petitioner an opportunity for hearing, violates the principles of natural justice. No party to a subsisting contract can alter or terminate material rights without affording the other party a reasonable opportunity to be heard. The respondent's action is arbitrary, non-transparent, and ex facie illegal.

20. Additionally, the respondent is also estopped from curtailing the petitioner's rights as the respondent has throughout been by words and conduct asking the petitioner to proceed with the counselling process. There is legitimate expectation in favour of the petitioner.
21. Mr. Mehta also drew my attention to the chaos created by the respondent wherein they have recommended 307 candidates for an institute having only 35 seats. He has also drawn my attention to e-mails received from candidates highlighting the chaos done by the respondent in Round I.
22. Lastly, Mr. Mehta submits that if the respondent's action is allowed to proceed then the admission process would be conducted in a disorganized manner, causing undue distress and inconvenience to candidates. The petitioner may be denied a completion certificate, adversely affecting its credibility and ability to secure similar contracts in the future and the petitioner could face unwarranted litigation from aggrieved candidates.

On behalf of the Respondent

23. In reply to the above submissions, Mr. Kumar, learned counsel for the respondent, contends that no concluded contract ever came into existence between the parties. The discussions and deliberations remained inconclusive and never matured into a formal agreement. At



most, there were deliberations, which cannot be construed as a binding contract nor made subject to arbitration.

24. He further argues that the petitioner overstepped its authority by unlawfully collecting registration fees directly into its personal account. This act raised serious concerns and compelled the General Body to disengage from further deliberations or any intention of entering into a contract with the petitioner. Moreover, the impugned circular dated 12.09.2025 does not constitute an arbitrable issue, being an administrative decision that falls outside the scope of arbitration.
25. He further submits that, in the present factual context, the affected parties are not only the petitioner and respondent but also the institutions and prospective candidates seeking admission. The stay order has adversely impacted institutes and candidates, who are neither parties to the alleged contract nor to this petition. Hence, the petition suffers from non-joinder of necessary parties. He further contends that under the guise of this petition, the petitioner is in effect seeking a permanent and mandatory injunction, which is maintainable by way of filing a civil suit, and not by filing the present petition.
26. Lastly, he asserts that the petition seeks to obstruct the counselling process, which, in the absence of a specific contract, cannot be subjected to arbitration. As per the notified schedule, the first round of counselling covering the candidates first choice of course-wise institutions was conducted between 17.09.2025 and 20.09.2025. In the second round, remaining options exercised by the candidates were covered up to the date of stay, a total of 12,598 candidates have already secured admission across various institutes and courses.



ANALYSIS AND FINDING

27. I have learned counsel for the parties and perused the material available on record.
28. At the outset, the petitioner in the present petition has not specifically prayed for the mandatory injunction/specific performance but if the present petition is read as a whole then the petitioner is seeking to stall the counselling process commenced by the impugned circular dated 12.09.2025 issued by the respondent and in effect to make admission as per the list prepared by the petitioner.
29. The Hon'ble Supreme Court in ***Adhunik Steels Ltd. v. Orissa Manganese and Minerals (P) Ltd., (2007) 7 SCC 125*** observed as under:-

“11. It is true that Section 9 of the Act speaks of the court by way of an interim measure passing an order for protection, for the preservation, interim custody or sale of any goods, which are the subject-matter of the arbitration agreement and such interim measure of protection as may appear to the court to be just and convenient. The grant of an interim prohibitory injunction or an interim mandatory injunction are governed by well-known rules and it is difficult to imagine that the legislature while enacting Section 9 of the Act intended to make a provision which was dehors the accepted principles that governed the grant of an interim injunction. Same is the position regarding the appointment of a receiver since the section itself brings in the concept of “just and convenient” while speaking of passing any interim



measure of protection. The concluding words of the section, “and the court shall have the same power for making orders as it has for the purpose and in relation to any proceedings before it” also suggest that the normal rules that govern the court in the grant of interim orders is not sought to be jettisoned by the provision. Moreover, when a party is given a right to approach an ordinary court of the country without providing a special procedure or a special set of rules in that behalf, the ordinary rules followed by that court would govern the exercise of power conferred by the Act. On that basis also, it is not possible to keep out the concept of balance of convenience, prima facie case, irreparable injury and the concept of just and convenient while passing interim measures under Section 9 of the Act.”

30. A division bench of this Court in ***GTL Infrastructure Ltd. v. S.C. Wadhwa & Sons (HUF)***, 2025 SCC OnLine Del 1717 observed as under:-

“14. In the given facts, the contention that an order under Section 9 of the A&C Act could not be passed directing the appellant to remove the tower is unpersuasive. It is settled law that powers of a court under Section 9 of the A&C Act are wide and encompass such orders as are necessary to protect and preserve the subject matter of the arbitration, including issuing mandatory injunctions. The court must adopt a course, which is least likely to result injustice if the same is finally found to be wrong.....



XXXXXXXXXX

17. It is apparent from the above that the powers of the court to order interim measures of protection under Section 9 of the A&C Act are wide and are not confined solely to orders that can be passed under Order XXXIX Rules 1&2 of the Civil Procedure Code, 1908. However, the court would be guided by the principles underlying the said Code. Clearly, such orders would also extend to granting the relief, if such relief is admissible on admitted facts.”

- 31.** In *NHAI v. HK Toll Road (P) Ltd.*, 2025 SCC OnLine Del 2376, I too, had the benefit of dealing the scope of mandatory injunction as an interim measure. Although it was discussed in detail with regard to the scope of the Arbitral Tribunal, however, since the scope and jurisdiction of the Court and the Arbitral Tribunal while granting interim measure are *pari materia*, it would be apposite to extract the relevant paragraphs from the aforesaid judgment:-

“64. Mr Tripathi, learned Senior Counsel for the respondent has argued that the Arbitral Tribunal has the power to grant interim mandatory injunction to preserve the subject-matter of the arbitral proceedings, if need so arises as in the present case was. Reliance is placed on NTPC Ltd. case and the relevant paragraphs are extracted below: (SCC OnLine Del paras 19 and 20)

*“19. It was observed later, in the same judgment that:
‘The question of substance is whether the granting of the injunction would carry that higher risk of injustice*



which is normally associated with the grant of a mandatory injunction. The second point is that in cases in which there can be no dispute about the use of the term “mandatory” to describe the injunction, the same question of substance will determine whether the case is “normal” and therefore within the guideline or “exceptional” and therefore requiring special treatment. If it appears to the court that, exceptionally, the case is one in which withholding a mandatory interlocutory injunction would in fact carry a greater risk of injustice than granting it even though the court does not feel a “high degree of assurance” about the plaintiff’s chances of establishing his right, there cannot be any rational basis for withholding the injunction.’

20. Hence, in view of the above judgments, it is clear that the court has wide powers to fashion appropriate interim order including mandatory interlocutory injunction. Such powers could also be exercised under Section 17(1)(e) of the Act by the arbitrator. As noted above, exercise of power for grant of interim orders is a fact dependent exercise.”

65. I am in complete agreement with the view taken in the aforesaid judgment as the powers of the AT to grant interim measures are pari materia with the powers of court and also, sub-clause (e) of Section 17(1)(ii) gives power to AT to



grant interim protection as may appear to be just and convenient. However, the said discretion cannot be exercised in a routine manner. The same has to be exercised in view of the facts of each case. The Supreme Court in Samir Narain Bhojwani v. Aurora Properties & Investments has already observed that an interim mandatory injunction is not to be easily granted. Relevant paragraphs of the said judgment are extracted below:

“25. The court, amongst others, rested its exposition on the dictum in Halsbury's Laws of England, 4th Edn., Vol. 24, para 948, which reads thus: (SCC p. 218, paras 25 and 26)

‘948. Mandatory injunctions on interlocutory applications.—A mandatory injunction can be granted on an interlocutory application as well as at the hearing, but, in the absence of special circumstances, it will not normally be granted. However, if the case is clear and one which the court thinks ought to be decided at once, or if the act done is a simple and summary one which can be easily remedied, or if the defendant attempts to steal a march on the plaintiff, such as where, on receipt of notice that an injunction is about to be applied for, the defendant hurries on the work in respect of which complaint is made so that when he receives notice of an interim injunction it is completed, a mandatory injunction will be granted on



an interlocutory application. ’

26. The principle expounded in this decision has been consistently followed by this Court. It is well established that an interim mandatory injunction is not a remedy that is easily granted. It is an order that is passed only in circumstances which are clear and the prima facie material clearly justify a finding that the status quo has been altered by one of the parties to the litigation and the interests of justice demanded that the status quo ante be restored byway of an interim mandatory injunction. [See Metro Marins v. Bonus Watch Co. (P) Ltd., Kishore Kumar Khaitan v. Praveen Kumar Singh and Purshottam Vishandas Raheja v. Shrichand Vishandas Raheja].”

66. The interim mandatory injunction is an extraordinary relief and the same should not be granted unless there are clear and compelling reasons for it.

- 32.** From the aforesaid judgments, it is well settled that the Court is vested with wide powers to grant interim measures, including the grant of mandatory injunctions, if the facts and circumstances so demand. The legislative intent behind section 9 is to enable the Court to preserve the subject matter of the arbitral dispute, and therefore its scope cannot be narrowly confined to prohibitory injunctions alone. At the same time, the grant of a mandatory injunction is an extraordinary relief which cannot be exercised in a routine manner. It is consistently held that such relief can only be granted when a strong *prima facie*



case is made out, where withholding would result in greater injustice than granting. Thus, while section 9 empowers the Court to issue mandatory injunctions, the exercise of such discretion is conditioned upon clear, compelling, and exceptional circumstances, guided by the principles of balance of convenience, irreparable harm, and the requirement of what is “just and convenient.”

33. In light of this background, I shall now proceed to deal with the present case in hand.
34. The letter dated 02.06.2025 of the respondent written to the petitioner is extracted below:-

“To,

The DGM Pre Sales

ND Info System Pvt. Ltd.

T-08-06-02 Common Wealth Garnes Village,

Laxmi Nagar, Near Akshardham Temple,

New Delhi -110092

*Sub: Submission of Service Agreement and Authorization
Letter - reg.*

Ref.: Service Agreement dated 9/8/2022 with RCI

Madam/Sir,

Please refer to the agreement signed then on subject cited above. The National Board of Examination in Rehabilitation (NEER) in its 3rd Meeting of the General Body conducted on 09.05.2025 has decided that the MoU signed between NBER - RCI and ND Info Systems in August 2022 for one year with further renewed for three years for centralized online



admissions to be explored and deliberated with same terms & conditions and continued.

2. In this regard, if interested you may submit your consent within 7 days to work on the same terms and conditions as mentioned in the agreement referred above on.”

35. The petitioner vide its letter dated 03.06.2025 gave its consent to continue with the engagement on the same terms and conditions, which was initially valid for one year and subsequently renewed for three years.
36. It is also relevant to extract the letter dated 06.06.2025 of the respondent:-

B-22, Qutub Institutional Area
New Delhi-110016
Dated: 06 June, 2025

To,
The Committee Members (list attached)

Subject: Meeting Notice for scrutiny of proposals: -reg.

Madam / Sir,

With reference to the Minutes of the 3rd Meeting of the General Body of National Board of Examination in Rehabilitation (NBER) under the Chairpersonship of Dr. Sharanjeet Kaur, Chairperson, RCI & NBER held on 9th May 2025, as per the approval given under the Item no.7 for Online Admission process for the academic session 2025-26

2. The ND Info Systems have agreed to continue with the same terms and conditions as per the agreement. Hence, to decide the process of admission from initiation and to oversee all the related activities involved till final admissions, it was decided to constitute a committee that will take care of complete process. Accordingly, a committee is constituted of the following members:

- | | |
|--|---------------|
| 1. Dr. Suman Kumar - Director AYJ | - Chairperson |
| 2. Mrs. Pooja Vaghasiya - GC/EC member and GB Member | - Member |
| 3. Shri Raj Kumar Sharma - GC member | - Member |
| 4. Shri Sandeep P Tambe DD(T) , RCI | - Convener |

3. The above committee shall be responsible for all activities related to admissions for the academic session 2025-26 .

4. The first virtual meeting of the committee with ND Info System Pvt. Ltd. may be held on 6.6.2025 at 03:00 pm. The committee is requested to submit complete report along with minutes. Thereafter, the committee may held meetings as and when required to complete the task.

6. TA/ DA is involved for the above visit will be reimbursed as per Central Govt. rules. It is advised to book the tickets by utilizing the services of Authorized Travel Agents viz. M/s Balmer Lawrie & Company, M/s Ashok Travels & Tours and IRCTC. Violations of above instructions shall lead to refusal of TA claim.
Yours faithfully,

Vikas Trivedi)

Member Secretary, RCI &
Secretary, NBER

Encl.: Agreement and MoM 3rd GB meeting
Copy to: 1. PS to Chairperson, RCI for information
2. PA to Member Secretary, RCI for information



37. It is also relevant extract the letter dated 04.09.2025 of the respondent to the petitioner:-



F.No.: 25-1/NBER(Policy)/RCI/2016
National Board of Examination in Rehabilitation (NBER)
(An Adjunct Body of Rehabilitation Council of India)

B-22, Qutub Institutional Area
New Delhi-110016
Dated: 04 Sept., 2025

To,

The DGM Pre Sales
ND Info System Pvt. Ltd.
T-08-06-02 Common Wealth Games Village,
Laxmi Nagar, Near Akshardham Temple,
New Delhi - 110092

Sub: Submission of Fees and data for admissions 2025 - reg.

Ref.: Service Agreement dated 9/8/2022 with RCI

Madam/Sir,

This is in continuation to the letter dated 18/08/2025 and your email reply dated 21/08/2025. The details submitted vide your email were examined and it is found that the required data has not been submitted till date. It is once again requested to submit the following latest by 5th September 2025:

- a. All fees received for all admission registrations 2025 to be transferred to NBER account of RCI with the details
 - b. Complete master data of all candidates (registered, paid & unpaid) along with relevant documents and choices selected for admissions in soft copy and hardcopy
 - c. Master data of institutes and courses with structured schema
2. The above details may be submitted within given time period to complete the admission process.

Signature 4/9/25
Secretary, NBER &

Member Secretary, RCI

Copy to:

- PS to Chairperson, RCI
- PA to Member Secretary, RCI
- Guard file

38. The petitioner has relied on these assurances and conducted the following steps:-

“i. Finalization of dates for the exam as per the instruction of the RCI, i.e. last date for submission of application,



online generation of admit cards, date of examination, date of declaration of result

ii. Scrutiny of application forms

iii. Feeding of data

iv. Allotment of date and time of examination

v. Release of hall tickets/ admit cards

vi. Development of Multiple Choice Question Bank

vii. Conduct of on line examination

viii. Preparation of result

.....”

39. From the record, it is clear that all these steps have been taken by the petitioner and it was only the result which was to be declared by the petitioner with the approval of the respondent which they never gave.
40. On perusal of all the communications extracted above, it is clear that the Agreement was further extended by the respondent and the petitioner gave its consent for the same which *prima facie* indicate that the Agreement was extended. Further, the respondent till the date of the impugned circular dated 12.09.2025, had been corresponding with the petitioner and urging the petitioner to take steps towards finalizing the results. Despite the same, the respondent has suddenly taken unilateral decision by way of the impugned circular, which according to me, *prima facie*, seems to be arbitrary and *malafide*. The said unilateral action of the respondent not only raises serious questions of arbitrariness but also cries foul of fairness.
41. During the hearing also, Mr. Kumar, learned counsel for the respondent was unable to answer as to why the list prepared by the



petitioner was not accepted by the respondent and why there was delay in granting approval to the said list. The counter affidavit of the respondent also does not deal with the same. Hence, I have no hesitation in coming to a conclusion that the petitioner has made out a *prima facie* case in its favour.

42. The next ingredients namely whether the balance of convenience lies in favour of the petitioner and the petitioner would suffer irreparable harm and injury if the impugned circular dated 12.09.2025 is not stayed needs consideration.
43. In the present case, nearly 48,000 specially abled candidates have registered for admission after a gap of two years. Their academic careers and future employability hinge upon timely commencement of the 2025-26 session. I cannot permit a stalemate situation between the petitioner and respondent to indefinitely stall the counselling and admission process. The larger public interest in ensuring continuity of education far outweighs the contractual disagreements between the parties.
44. As regards balance of convenience is concerned, staying the operation of the impugned circular would effectively stall the admission process until the Arbitral Tribunal adjudicates the disputes. As noted above, the counselling has already been commenced and the first round has been concluded with thousands of candidates securing seats, any interruption would cause uncertainty, chaos, and dislocation of the academic calendar. On the other hand, permitting the counselling to continue under the supervision of the respondent, while safeguarding the petitioner's right to pursue its contractual and arbitral remedies,



would ensure that candidates do not become collateral damage in this *inter se* dispute. The balance of convenience, therefore, tilts heavily in favour of allowing the admission process to proceed in the interest of candidates, even if it means that the petitioner's contractual grievances are left to be resolved in arbitration.

45. As regards irreparable loss and injury is concerned, the petitioner has urged that the respondent's unilateral action has deprived it of its right to publish results and complete the process, thereby causing reputational damage and financial loss. I am of the view that such losses can be quantified and compensated by way of damages, especially when the Agreement itself prescribes a fee of Rs. 172/- per candidate (exclusive of taxes) as per the Annexure 2 annexed with the Agreement. In case the Arbitrator, as and when appointed, comes to a finding that the petitioner has wrongly been deprived of the amounts due and payable to the petitioner and despite the petitioner performing its part of the contractual obligation, the petitioner can always be compensated monetarily. On the other hand, the specially abled candidates stand to suffer irretrievable harm if the admission exercise is indefinitely stalled even for a while.

CONCLUSION

46. For the said reasons, I am constrained to hold that although the petitioner has established a *prima facie* case but has not been able to demonstrate that the balance of convenience in its favour and irreparable harm which cannot be compensated in terms of money.
47. Accordingly, the petition is dismissed.
48. Needless to add, the observations made above are only for the purpose



of deciding the present petition and shall not come in way of the Arbitral Tribunal as and when appointed, while adjudicating the disputes on merits.

49. Pending applications, if any, are disposed of.
50. Before parting with the judgment, I am constrained to take note of the conduct of the respondent which is far from satisfactory. The respondent, throughout the admission process, have by their acts, conducts and actions led the petitioner to believe that the petitioner would be concluding the admission process in terms of the Agreement (subsequently extended). At the last moment, while issuing the impugned circular dated 12.09.2025, the respondent has taken a U-turn and published the merit list as well as counselling schedule in a haphazard and chaotic manner (the same is evident from the list submitted by the petitioner showing the candidates much in excess being referred for the counselling to the institutes having much lesser seats). It is only in the interest of the candidates which has been kept paramount in this dispute and it is hoped and expected that the respondent shall ensure smooth admission process and shall prevent chaos and confusion.

JASMEET SINGH, J

SEPTEMBER 26th, 2025/(MSQ)