



2026:DHC:7325



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010291082026
+ ARB.P. 1098/2026
MR. KULDEEP KUMAR RAINA Petitioner
Through: Mr. Abhay Chitravanshi and
Ms. Bhawna Nanda, Advs.

versus

M/S IOC PHINERGY PRIVATE LIMITED Respondent
Through: Mr. Amit M, Mr. T. Singh, Mr.
Vibhor Victor, Advs.

8.
CNR No. DLHC010290842026
+ ARB.P. 1100/2026
ASHISH SHARMA Petitioner
Through: Mr. Abhay Chitravanshi and
Ms. Bhawna Nanda, Advs.

versus

M/S IOC PHINERGY PRIVATE LIMITED Respondent
Through: Mr. Amit M, Mr. T. Singh, Mr.
Vibhor Victor, Advs.

9.
CNR No. DLHC010290292026
+ ARB.P. 1102/2026, I.A. 20782/2026
KAPIL MISHRA Petitioner
Through: Mr. Abhay Chitravanshi and
Ms. Bhawna Nanda, Advs.

versus

M/S IOC PHINERGY PRIVATE LIMITED Respondent
Through: Mr. Amit M, Mr. T. Singh, Mr.
Vibhor Victor, Advs.

10.
CNR No. DLHC010291162026



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+ ARB.P. 1104/2026 & I.A. 20788/2026
AMIT MISHRA Petitioner
Through: Mr. Abhay Chitravanshi and
Ms. Bhawna Nanda, Advs.

versus

M/S IOC PHINERGY PRIVATE LIMITED Respondent
Through: Mr. Amit M, Mr. T. Singh, Mr.
Vibhor Victor, Advs.

11.

CNR No. DLHC010290332026
+ ARB.P. 1108/2026 & I.A. 20783/2026
PALASH ROY CHOWDHARY Petitioner
Through: Mr. Abhay Chitravanshi and
Ms. Bhawna Nanda, Advs.

versus

M/S IOC PHINERGY PRIVATE LIMITED Respondent
Through: Mr. Amit M, Mr. T. Singh, Mr.
Vibhor Victor, Advs.

12.

CNR No. DLHC010290302026
+ ARB.P. 1109/2026
PRASHANT MAMGAIN Petitioner
Through: Mr. Abhay Chitravanshi and
Ms. Bhawna Nanda, Advs.

versus

M/S IOC PHINERGY PRIVATE LIMITED Respondent
Through: Mr. Amit M, Mr. T. Singh, Mr.
Vibhor Victor, Advs.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)
24.08.2026

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1. The present batch of petitions has been filed under section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of learned Sole Arbitrator in terms of the arbitration clause contained in the respective employment agreements executed between the parties.
2. The Petitioners, who are former employees of the Respondent have raised claims for payment of their respective dues, including claims towards performance linked incentive/variable pay, annual increment and other consequential amounts, as may be applicable to each petitioner.
3. The amounts claimed varies from petition to petition.
4. Learned Counsel for Respondent submits that the termination of the respective petitioners was validly effected in accordance with the terms of their employment agreements that performance linked incentive/variable pay and annual increments are discretionary and do not constitute vested or guaranteed contractual entitlements, that the Respondent has duly discharged its contractual obligations and that no surviving arbitrable dispute remains between the parties.
5. It is well settled that the scope of enquiry in proceedings under Section 11 of the Act is confined to examining the *prima facie* existence of a valid arbitration agreement.
6. In the present batch of petitions, there is no dispute between the parties with regard to the existence or validity of the arbitration

¹ “the Act” hereinafter



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agreements contained in the respective employment agreements. The claims raised by the petitioners admittedly arise out of and or in connection with the said employment agreements.

7. The objections raised by the Respondent essentially pertains to the entitlement of the respective petitioners to the amounts claimed by them and to the arbitrability of the disputes. The question as to whether the claims raised by the petitioners constitute arbitrable disputes, whether any amount is in fact due and payable, and whether the Respondent's objections in this regard are sustainable are matters which fall for determination by the learned Arbitral Tribunal in accordance with law.

8. At this stage, this Court is not required to adjudicate upon the merits of the respective claims or the defence raised by the Respondent.

9. The existence of the arbitration agreement being undisputed, this Court finds no impediment in referring the disputes to Arbitration.

10. Accordingly, Mr. Pradeep Kumar, Advocate (Mobile No. +91-9810243924) is appointed as the Sole Arbitrator to adjudicate the disputes arising between the parties.

11. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering



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reference.

12. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

13. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

14. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

15. The Registry is directed to send a receipt of this order to Mr. Pradeep Kumar, learned Arbitrator through all permissible modes including email.

16. Accordingly, the present petitions are disposed of in the above terms.

OM PRAKASH SHUKLA, J

AUGUST 24, 2026/at