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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 45/2016**
YOGESH KUMAR

..... Petitioner

Through: Mr Adarsh Ganesh, Adv
versus

MANN-INDIA TECHNOLOGIES PVT. LTD. & ORS.

..... Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **09.08.2016**

1. None appears for the Respondents, although they have been duly served.
2. The learned counsel for the Petitioner states that certain disputes have arisen in respect of the Employment Agreement dated 08.09.2011 between the Petitioner and the Respondent No.1. He referred to the clause 8(i) of the aforesaid Agreement, which reads as under:-

“8. MISCELLANEOUS

(i) Arbitration: Any and all disputes arising under this Agreement shall as far as possible be settled amicably over a period of two weeks and if not, then through arbitration referred to a sole arbitrator being a nominee of the Company under the provisions of the Indian Arbitration and Conciliation Act, 1996.”

3. The learned counsel for the Petitioner also referred to certain emails which indicate that the Petitioner had made an endeavour for amicable

resolution of the disputes. Thereafter, the Petitioner sent a legal notice dated 10.09.2015 calling upon Respondent No.1 to clear the outstanding amount, which was quantified at ₹6,20,296/-. Thereafter on 22.10.2015, the Petitioner forwarded names of three persons and requested Respondent No.1 to confirm any one of them to act as sole arbitrator in terms of the said agreement. It is stated that the Petitioner did not receive any response to the aforesaid notice.

4. In the circumstances, it is clear that there exists an arbitration agreement between the Petitioner and the Respondent No.1.

5. Accordingly, Mr A.K. Garg, ADJ (Retired) (Mobile No.9871158800), is appointed as the sole arbitrator to adjudicate upon the dispute between the parties. The fees of the arbitrator shall be fixed in terms of Schedule IV of the Arbitration and Conciliation Act, 1996.

6. So far as the Respondent Nos.2 to 5 are concerned, they are not parties to the agreement and, therefore, no arbitration agreement exists between the said Respondents and the Petitioner.

7. The Petition is disposed of in above terms.

8. Copy of this order be given *dasti* to the learned counsel for the Petitioner and a copy thereof be communicated to the arbitrator forthwith.

VIBHU BAKHRU, J

AUGUST 09, 2016

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