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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 299/2018**

RAJESH RAZDAN

..... Petitioner

Through: Mr.Sanjeev Puri, Sr. Adv. with
Mr.Aditya Chhiber, Advs.

versus

MCARBON TECH INNOVATION PRIVATE LIMITED

..... Respondent

Through: counsel (appearance not given)

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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31.05.2018

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Employment Agreement dated 3rd February, 2017. The Employment Agreement contains a Dispute Resolution Mechanism as contained in clause 13 thereof which is reproduced hereinbelow:-

13. ARBITRATION

13.1 In the event of any controversy, dispute or claim arising out of or related to this Agreement or the Employee's employment by the Company, the Parties shall negotiate in good faith in an attempt to reach a mutually acceptable settlement of such dispute.

13.2 The Employee agrees that the discussion shall be held in

the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably as soon as possible.

13.3 If negotiations in good faith do not result in a settlement of any such controversy, dispute or claim, it shall be finally settled by arbitration to be held in New Delhi under the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English language. The Company and the Employee shall pay one-half of the costs and expenses of such arbitration and each Party shall pay their own counsel fees and expenses. The Employee shall choose a single arbitrator out of a list of three arbitrators provided by the Company. None of the three arbitrators shall have had a previous relationship with the Company except as an arbitrator of other employee disputes.

13.4 Each of the Company and the Employee reserves the right to approach a court of competent jurisdiction for any injunctive or equitable relief that may be required by it.”

The disputes having arisen between the parties, the petitioner requested the respondent to commence mutual good faith negotiations for a negotiated settlement. Having received no response from the respondent, the petitioner, vide its notice dated 14th March, 2018, invoked the Arbitration Agreement, however, again with no response from the respondent, forcing the petitioner to file the present petition.

Notice of this petition was issued to the respondent on 23rd April, 2018. In spite of the service of notice, none appears for the respondent.

As the Arbitration Agreement and due invocation thereof by the petitioner is not denied, I see no impediment in appointing a Sole Arbitrator to adjudicate the disputes that have arisen between the

parties in relation to the above-mentioned Employment Agreement.

I accordingly appoint **Justice M.L.Varma**, Former Judge of Delhi High Court, A-124, Neeti Bagh, New Delhi-110049, Mobile-9810331581, Ph. Nos.011-26851050, 26960076, 26564025, as a Sole Arbitrator. The Arbitrator shall give his disclosure statement under Section 12 of the Act before proceeding with the reference.

The petition is allowed in the above terms with no order as to costs.

NAVIN CHAWLA, J

MAY 31, 2018

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