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

% ***Date of decision: 07.02.2022***

+ **ARB.P. 61/2022**

MERINO INDUSTRIES LIMITED Petitioner

Through **Mr.Gunjan Kumar, Adv.**

versus

SHRI MAYANK BANSAL Respondent

Through **Mr. Rohin Dubey and Mr.Sagar
Chawla, Advs.**

CORAM:
HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

The hearing has been conducted through video conferencing.

1. The present petition has been filed under Sections 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of sole Arbitrator to adjudicate disputes inter-se the parties.
2. Petitioner is in the business of manufacturing, marketing and selling of Laminates, LPL Board, HPL Board, Rest-room cubicles and other interiors solutions and provides a wide array of products for homes, offices, commercial and public areas.
3. Pertinently, respondent applied and was granted the post of Senior



Manager, Marketing in the field of laminate panel industries on 12.10.2018 and an “Agreement of Confidentiality and Not transferring knowledge and Skill” was executed between the petitioner and respondent on 12.12.2018 wherein respondent shall not directly or indirectly associate with any competing laminate, panel or panel related products for one year after his separation from the company. However, in March, 2021, respondent apprised to petitioner that he got a better offer from one M/s. Kandla Agro and Chemicals Pvt. Ltd. as a Chief Product Manager.

4. Learned counsel for the petitioner submitted that as M/s.Kandla Agro and Chemicals Pvt. Ltd. is not involved in any way in the business of products of petitioner, petitioner relieved the respondent. However, petitioner was shocked to receive an email for verification of the respondent that he has taken the employment with M/s. Greenlam Industries Ltd. which company is direct competitor of petitioner. Petitioner enquired about the same and got to know the abovesaid statement for respondent is true as M/s. Greenlam Industries Ltd. has deposited EPF contribution in respondent’s account.

5. Learned counsel further submitted that petitioner issued a legal notice to the respondent on 03.08.2021 as well as on 12.8.2021 asking him to leave



the services of the petitioner's competitor, failing which legal steps shall be taken against him as there is a breach of terms regarding employment on respondent's behalf and what he did was contrary to the terms of employment as agreed between the parties.

6. Thereafter, petitioner sent a legal notice dated 20.10.2021 under Article 14 of the Agreement of Confidentiality and not transferring knowledge and Skill dated 12.12.2018 invoked the arbitration and nominated Mr.L.D. Mual, learned Additional District Judge, (Retd.) to be an arbitrator, however, in response thereto, respondent refused to accept the name suggested by the petitioner and instead proposed the name of Ms.Anindita Mitra as sole arbitrator which was also refused by petitioner. Hence, the present petition has been filed.

7. During the course of hearing, learned counsel appearing on behalf of respondent has not opposed the present petition and submits that the claims raised in the present petition are disputed, however, fairly conceded that the disputes *inter se* parties are arbitrable. Learned counsel also submitted that respondent has no objection if disputes are referred to an independent arbitrator appointed by this Court.

8. Since counsel representing both the sides have consented that the



disputes are arbitrable and an independent Arbitrator be appointed by this Court, the present petition is allowed.

9. Accordingly, **Mr. O.P. Saini, DHJS (Retd.) (Mobile: 971796857)** is appointed sole Arbitrator to adjudicate the dispute between the parties.

10. The fee of the learned Arbitrator shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

11. The learned Arbitrator shall ensure compliance of Section 12 of Arbitration and Conciliation Act, 1996 before commencing the arbitration.

12. The present petition and pending application, if any, are accordingly disposed of.

(SURESH KUMAR KAIT)
JUDGE

FEBRUARY 07, 2022/ab