

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
ARBITRATION PETITION NO. 118 OF 2024

Jayant Verma

...Petitioner

**Vs.**

Aditya Birla Finance Ltd & Ors.

...Respondents

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Mr. Ganesh M. Masal i/by Rohit Chavan for the Petitioner.  
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CORAM : ARIF S. DOCTOR, J.

DATE : 2ND DECEMBER, 2024

**P.C.:-**

1. The present Petition is filed under Section 11 of the Arbitration and Conciliation Act 1996 for appointment of a Sole Arbitrator to decide the disputes and differences between the parties arisen out of a termination letter dated 18<sup>th</sup> December, 2023, by which services of the Petitioner came to be terminated.

2. Learned Counsel for the Petitioner has invited my attention to the Petitioner's letter of appointment and pointed out therefrom clause 31 which reads thus:-

*"31. The terms of this appointment shall be governed by and construed in accordance with the laws of India. Any dispute arising between the employee and the Company shall be resolved through arbitration by a sole*

*arbitrator appointed by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The language of arbitration shall be English and venue shall be Mumbai. The courts in Mumbai will have jurisdiction in relation to and issue arising out of the said arbitration."*

3. He then has invited my attention to the notice invoking arbitration which is dated 19<sup>th</sup> March, 2024. The same has been duly received by the Respondents, but there has been no response. It is thus he submits that the present Petition has been filed.

4. After having heard Learned Counsel and being satisfied that there is prima facie an arbitration agreement between Respondent No.1 and the Petitioner, I deem it fit to allow the Petition by appointing an Arbitrator. I make it clear that the appointment is only qua the Petitioner and Respondent No.1.

5. At this stage, Learned Counsel requests that the arbitration be held at Pune since both the Petitioner and Respondent No.1 are at Pune and the Petitioner was employed in Pune.

6. Hence, I appoint Mr. Harpreet Singh to act as Sole Arbitrator in respect of the disputes and differences between the parties on the following terms:–

### TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr. Harpreet Singh is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.

(b) **Communication to Arbitrator of this order:**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Petitioner within one week from the date this order is uploaded.

(ii) The Advocates for the Petitioner will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

**Arbitrator/s**     **Mr. Harpreet Singh**

*Address*             F-601, 6<sup>th</sup> Floor, Anjor CHS, Sr. No.8,  
Baner, Dist. Pune 411045.

*Mobile*                8806617959

*Email*                  harpreetsinghpunj0612@gmail.com

(c) **Disclosure:** The learned Sole Arbitrator is requested to forward, in hard copy or soft copy (or both), the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to Advocates for the parties as soon as possible. The Advocates for the Petitioner will arrange to file the original statement in the Registry. If the statement is forwarded in soft copy, a print out of the covering email is also to be filed in the registry.

- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
- (e) **Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator. The information is to include functional email addresses and mobile numbers.
- (f) **Interim Application/s:**
  - (i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator. Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.
  - (ii) The learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.
- (g) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- (h) **Sharing of costs and fees:** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.
- (i) **Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.

- (j) **Venue and seat of arbitration.** Parties agree that the venue and seat of the arbitration will be in Pune.

7. The Petition is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)