



ARB-385-2023 (O&M)

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**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

(109+264-2)

ARB-385-2023 (O&M)

Date of decision:- 21.05.2024

M/s Amtrix Infotech Private Limited

... Petitioner

Versus

Devlina Pandit

... Respondent

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Ivan Singh Khosa, Advocate,
Mr. Shivam Grover, Advocate,
Mr. Kartik Yadav, Advocate and
Ms. Shairon Tyagi, Advocate
for the petitioner.

Mr. Gurdial Singh Jaswal, Advocate
for the applicant-respondent.

SUVIR SEHGAL, J. (ORAL)**CM-9191-CII-2024**

1. Application is allowed as prayed for.
2. Reply filed on behalf of the respondent is taken on record. Copy has been supplied to the counsel for the petitioner.

Main case

1. By way of instant petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short "the Act"), petitioner has approached this Court for appointment of an Arbitrator.

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2. Counsel for the petitioner submits that an Employment Agreement dated 23.01.2023, Annexure P-1, was entered into between the parties and Clause 39, thereof, provides for resolution of dispute through the medium of arbitration. Counsel submits that a dispute arose between the parties as the respondent started soliciting the clients of the petitioner after the termination of her appointment. Counsel submits that a notice dated 22.06.2023, Annexure P-3, was served upon the respondent invoking the Arbitration Clause to which she has not responded.

3. In its reply, respondent has submitted that she had signed the Employment Agreement under duress. It has been submitted that her services were terminated within the probation period and the Employment Agreement never came into force. The claim raised by the petitioner has also been denied on merits.

4. Counsel for the respondent submits that the respondent has not been paid the due salary.

5. I have heard counsel for the parties and considered their respective submissions.

6. The agreement and the Arbitration Clause have been admitted. Respondent has not denied that a notice invoking the Arbitration Clause was served upon her. As to whether she was forced to sign the Employment Agreement and whether the claim of the petitioner can be sustained are matters to be determined by the Arbitrator.

7. Accordingly, petition is allowed. Sh. Suresh Kumar Monga, Former Judicial Member, Central Administrative Tribunal, resident of #



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0901, N-Block, Wellington Heights, TDI City, Sector 117, Mohali, Mobile No. 9814106356, is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made by him under Section 12 of the Act with regard to his independence and impartiality to adjudicate the dispute.

8. Parties are directed to appear before the Arbitrator on 20.06.2024 at 11:00 A.M. at the address mentioned above or at any other place, time or date to be fixed by the Arbitrator.
9. Fee shall be paid in accordance with the Fourth Schedule of the Act, as amended.
10. Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
11. Liberty is granted to the parties to raise all claims, counter claims, defences, pleas etc. before the Arbitrator.
12. Needless to mention that all the questions arising between the parties in this matter shall remain open for determination in the arbitral proceedings and any observation made hereinabove will not be binding on the learned Arbitrator.
13. Copy of the order be sent to the appointed Arbitrator.

(SUVIR SEHGAL)
JUDGE

21.05.2024
Kamal

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No