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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 64/2024**

RAPIPAY FINTECH PRIVATE LIMITED Petitioner
Through: Mr. Akhil Sachar, Ms. Sunanda
Tulsyan and Mr. Sangram Singh,
Adv. (M- 9953469987)

versus

MR. RAHUL KUMAR GUPTA Respondent
Through: Mr. Shailendra Verma & Mr. J.P.
Pathak, Adv. (M- 9968551025)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **18.03.2024**

1. This hearing has been done through hybrid mode.
2. This is a petition under Section 11(6) under Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator. The disputes between the parties have arisen from an Agreement for Trainee Position at Rapipay Fintech Private Limited.
3. The background is that the Respondent- Mr. Rahul Kumar Gupta was engaged as a trainee/intern with the Petitioner vide agreement dated 17th January, 2023. As per the said agreement, the Petitioner was to spend a substantial sum on training of the Respondent and, therefore, the Respondent had to work for a minimum period of two years with the Petitioner.
4. According to the Petitioner, the Respondent in the present case resigned on 29th August, 2023 on the ground that he wishes to pursue Masters and would also be taking the Graduate Aptitude Test in Engineering ('GATE') exam. Therefore, Petitioner seeks refund of the training cost.



5. Ld. Counsel for the Respondent has entered appearance and submits that he does not dispute the arbitration clause which is contained in the contract. The arbitration clause reads as under:

“12. It is hereby agreed by the ' Trainee ' and the 'Company' that disputes and differences relating to this Bond shall be referred to the Sole Arbitrator appointed by the Company. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and statutory modification thereof and rules made there under. The award of arbitrator shall be final and binding on both the parties. The seat of the Arbitration shall be in Delhi only.”

6. In view thereof, **Mr. Tanoodbhav Singhdev (Mob. 9999012345)** is appointed as the Sole Arbitrator to adjudicate the dispute between the parties. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre (‘DIAC’). The fee of the Id. Arbitrator shall be paid in terms of the 4th Schedule as amended by DIAC Rules, 2023.

7. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.

8. Ld. Counsel for the Respondent, has, however, expressed an intention that there could be an amicable resolution of the disputes.

9. Accordingly, for the purpose of exploring the possibility of settlement and amicable resolution of disputes, list before the Delhi High Court Mediation and Conciliation Centre on 3rd April, 2024 at 3:00 p.m. Let the Id. Mediator endeavour to conclude the proceedings by 15th May, 2024.

10. The parties shall appear before the Id. Arbitrator on 20th May, 2024 at 4:00 p.m. If by 15th May, 2024, there is no settlement between the parties,



the Id. Arbitrator shall enter reference.

11. The petition is disposed of. All pending applications, if any, are also disposed of.

PRATHIBA M. SINGH, J.

MARCH 18, 2024

Rahul/bh