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

+ **ARB.P. 551/2024**

SPAWN VENTURES SERVICES PVT LTDPetitioner

Through: Mr. Kuldeep Jauhari, Mr. Anubhav Tyagi, Mr. Antara Mishra and Mr. Sahil Ahuja, Advs.

versus

SHAILESH SHARMARespondent

Through: Mr. Shailesh Sharma, respondent-in-person.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **18.07.2024**

1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole arbitrator to adjudicate the disputes between the parties.
2. The respondent was an employee of the petitioner *vide* Employment Agreement dated 19.09.2022 and as per the said agreement, the respondent was to work for a period of three years.
3. Since the petitioner had expended considerable resources and expenses on training of the respondent, the respondent was to repay the amount in case the respondent left before three years.
4. The respondent tendered his resignation and intimated the same to the petitioner *vide* email dated 22.12.2023.
5. Since there were disputes between the parties, the petitioner invoked



the arbitration clause *vide* Legal Notice dated 09.03.2024.

6. The arbitration clause is Clause 14 of the Employment Agreement dated 19.09.2022 which reads as under:-

“14. ARBITRATION

If any dispute or differences of any kind whatsoever arise between you and the company pertaining to civil in nature and in connection with or arising out of this agreement / appointment letter or any part thereof, such dispute or differences shall be referred to an acceptable Sole Arbitrator under The Arbitration and Conciliation Act, 1996 or any enactment or modification there under. The venue of arbitration shall be New Delhi and the language shall be English. The courts in New Delhi shall have jurisdiction to entertain all dispute between the parties.”

7. Since the mediation has failed between the parties, learned counsel for the respondent has no objection to the petition being allowed.

8. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i) Ms. Beenashaw Soni N., Adv (Mob. No.9810046611) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.



- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- v) The parties shall approach the learned Arbitrator within two weeks from today.
9. The respondent is at liberty to file application for interim relief before the learned Sole Arbitrator for clearance of the background check of the respondent.
10. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 18, 2024/NG

[Click here to check corrigendum, if any](#)