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

+ **ARB.P. 1271/2023**

AAKASH EDUCATIONAL SERVICES LTD. Petitioner
Through: Ms. Manasi Chatpalliwar, Advocate.

versus

MR. DOKKU DIVAKAR Respondent
Through: None.

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **21.03.2024**

1. This hearing has been done through hybrid mode.
2. The Petitioner- Aakash Educational Services Ltd. has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, '1996 Act') seeking appointment of a Sole Arbitrator in terms of Clause 58 of the Service Rules Manual for the Employees (hereinafter, 'the Service Rules').
3. The Petitioner's case is that the Respondent-Mr. Dokku Divkar, was appointed as an Assistant Professor Grade-I in the Mathematics Department at Aakash Educational Services Ltd. on 15th July, 2016, in accordance with the Service Rules. According to the Petitioner, during their tenure, the Respondent had access to study materials prepared by expert faculty, as well as other vital information and records. On 30th November, 2018, the Respondent signed an Undertaking/Receiving, which confirmed and acknowledged receipt of a pen drive from the company, containing academic planners, lecture plans, test planners, etc. Subsequently, by a letter dated 1st August, 2022, the Respondent tendered his resignation, which the



Petitioner did not accept, leading to disputes between the parties. This situation ultimately compelled the Petitioner to issue a notice under Section 21 of the 1996 Act on 13th October, 2022.

4. On 29th January, 2024, the parties were permitted to explore amicable resolution of disputes before the Delhi High Court Mediation and Conciliation Centre.

5. Today, Id. Counsel for the Petitioner submits that the disputes between the parties have been resolved. None appears for the Respondent.

6. In view of the fact that there are no disputes left for being referred to arbitration, the petition is disposed of as being settled with all pending applications, if any.

7. Parties shall be bound by the terms of settlement.

PRATHIBA M. SINGH, J.

MARCH 21, 2024

mr/rks