



2024:DHC:9791



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 17.12.2024**+ **ARB.P. 1273/2024**

M/S HELLO VERIFY INDIA PRIVATE LIMITEDPetitioner

Through: Mr. Siddhant Nath and Mr. Bhavishya
Makhija, Advocates.

versus

BHUWANESH SINGH CHAUHANRespondent

Through: Ms. Anisha Yadav, Advocate.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA**SACHIN DATTA, J. (ORAL)**

1. The present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter as '*the A&C Act*') seeks constitution of an arbitral tribunal to adjudicate the disputes between the parties.
2. The disputes between the parties have arisen in context of an employment agreement, in terms of which, the respondent was employed as an Assistant Manager in the petitioner-company with effect from 06.09.2022.
3. Disputes between the parties have arisen on account of the alleged breach of a 'Non-Compete and Non-Solicitation' clause contained in Clause 17 of the employment agreement.



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4. Clause 21 of the employment agreement contains an arbitration clause in the following terms:-

“21. Arbitration

You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration will be New Delhi. The arbitration shall be conducted by a sole arbitrator appointed by the Company, and the award of the arbitrator shall be final and binding upon you.”

5. A legal notice dated 26.03.2024 was issued by the petitioner, calling upon the respondent to cease its employment with another company, allegedly in breach of the ‘Non-Compete and Non-Solicitation’ Clause, failing which, the petitioner would proceed with appropriate legal action against the respondent. The respondent failed to respond to the said notice or act in accordance with it.

6. Disputes having arisen between the parties, a notice invoking arbitration dated 24.05.2024 was issued by the petitioner wherein the petitioner proposed the name of a person who could be appointed as a sole arbitrator to adjudicate the disputes between the parties. However, no response from the respondent was received to the said notice as well. In these circumstances, the present petition has come to be filed.

7. Notice was issued in the present petition by the Court on 16.08.2024. Learned counsel for the respondent does not dispute the existence of the arbitration agreement and accedes to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

8. As held in ***SBI General Insurance Co. Ltd. v. Krish Spinning*** 2024



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SCC OnLine SC 1754, the scope of enquiry in these proceedings, under Section 11 of the A&C Act, is confined to only ascertaining the existence of an arbitration agreement. In the present case, since there is no controversy as regards the existence of the arbitration agreement, there is no impediment to constituting an Arbitral Tribunal to adjudicate the disputes between the parties.

9. Also, in terms of the judgments of the Supreme Court in *Perkins Eastman Architects DPC v. HSCC (INDIA) Limited*, (2020) 20 SCC 760, *TRF Limited v. Energo Engineering Projects Limited*, (2017) 8 SCC 377 and *Bharat Broadband Network Limited v. United Telecoms Limited*, (2019) 5 SCC 755, it is incumbent on this Court to appoint an independent Sole Arbitrator to adjudicate the disputes between the parties.

10. Accordingly, Mr. Sidhant Kumar, Advocate (Mob. No.: +91 9873047772) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties the requisite disclosure as required under Section 12 of the A&C Act.

12. The respondent shall be at liberty to raise appropriate objections, if any, as regards arbitrability/maintainability/jurisdiction, which shall be decided by the arbitrator, in accordance with law.

13. The respondent shall also be entitled to raise claims/counter claims, if any, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

14. The learned sole Arbitrator shall fix his fees in consultation with the parties.



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15. The petition is allowed in the above terms.

DECEMBER 17, 2024/dn

SACHIN DATTA, J