



2024:DHC:6485



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 1294/2024 and IA 37138/2024****RESILIENT INNOVATIONS
PRIVATE LTD**

.....Petitioner

Through: Mr. Anuj Berry, Mr. Sourabh
Rath and Mr. Vibhore Yadav, Advs.

versus

ASHNEER GROVER

.....Respondent

Through: Mr. Giriraj Subramaniam, Mr.
Siddhant Juyal, Mr. Akhilesh Talluri and
Mr. Simarpal Singh Sawhney, Advs.**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)****22.08.2024**

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1. This is a petition under Section 11(5) of the Arbitration and Conciliation Act, 1996¹, seeking reference of the dispute between the parties to arbitration.

2. Mr. Giriraj Subramaniam, learned Counsel appearing for the respondent has no objection to the dispute being referred to arbitration, but submits that the agreement, in which the arbitration clause which is being invoked by the petitioner is present, is an Employment Agreement which was executed pursuant to a Shareholders' Agreement already executed between the parties and that, in respect of the dispute pertaining to the Shareholders' Agreement, an arbitration is already pending before the Singapore



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International Arbitration Centre², as the arbitration clause in the Shareholders Agreement envisages Delhi as the seat of arbitration being conducted as per the rules of the SIAC.

3. Mr. Anuj Berry, learned Counsel for the petitioner disputes the contention that the *lis* in the two proceedings is in any way connected.

4. In any case, the arbitration clause in the employment agreement dated 20 August 2021 which has been invoked in the present case, does not envisage arbitration being conducted as per the SIAC Rules. It reads as under:

“12.2 Governing Law and Dispute Resolution

12.2.1. Any dispute or controversy arising out of or relating to this Agreement shall be settled by arbitration to be held in New Delhi in accordance with the Indian Arbitration and Conciliation Act, 1996 as then existing, in the English language, and shall be heard and determined by an arbitral tribunal composed of a sole arbitrator appointed by the Company. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent either Party from seeking and obtaining injunctive and equitable relief from any court of competent jurisdiction without the posting of any bond or other security.

12.2.2. This Agreement shall be construed with, and be governed by, the laws of India without giving effect to the principles of conflicts of laws. Subject to Clause 12.2.1, courts in New Delhi only shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.”

5. It is not possible, therefore, for this Court to direct the arbitration to be conducted as per the SIAC procedure.

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“the SIAC” hereinafter
ARB.P. 1294/2024

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6. The learned Counsel for the respondent does not have any other objection with respect to the dispute that has arisen between the parties being referred to arbitration. The petitioner issued a notice to the respondent under Section 21 of the 1996 Act on 6 March 2024 seeking reference of the dispute to arbitration. As the parties were not able to arrive at a consensus in that regard, this petition has been filed.

7. Mr. Subramaniam has already agreed that the disputes be referred to arbitration.

8. Accordingly, this Court appoints Mr. Pramod Kumar Rai (Tel. 9899428589) as the arbitrator to arbitrate on the dispute between the parties.

9. The arbitration shall take place under the aegis of the DIAC and shall abide by its rules and regulations.

10. The arbitrator shall be entitled to charge fees as per the schedule of fees maintained by the DIAC.

11. This Court has not expressed any view on the merit of the dispute or on any aspect with respect to which the parties may be at issue.

12. All questions of fact and law are left open to be agitated in the arbitral proceedings.

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13. The petition stands disposed of in the aforesaid terms.

C.HARI SHANKAR, J

AUGUST 22, 2024/aky

Click here to check corrigendum, if any

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