



2024:DHC:10021



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 20.12.2024

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ARB.P. 1660/2024

MR SARATH KANTH YALMARTHY

.....Petitioner

Through: Mr. Simarjreet Singh Satia, Adv.
(through v/c)

versus

FIITJEE LTD

.....Respondent

Through: Ms. Ayushi Aggarwal, Adv.

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

1. The present petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred as 'A&C Act') seeks appointment of a sole arbitrator to adjudicate the disputes between the parties.
2. The disputes between the parties have arisen in the context of an appointment letter dated 02.03.2014 which sets out terms and conditions of employment. In terms of the aforesaid letter, the petitioner was appointed as an Associate Professor A1 of the Physics Department at the respondent institution, with effect from 15.04.2014.
3. The arbitration clause in the agreement between the parties, is in the following terms:-

*“36(a) All disputes and differences of any nature with regard to the **FIITJEE** service manual and the interpretation & adjudication of clauses and claims respectively shall be referred to the Sole Arbitrator appointed by the Company i.e. **FIITJEE** Ltd. The employee hereby agrees to the appointment of the Sole Arbitrator by the company i.e. **FIITJE** Ltd. whenever any dispute*



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arises. The employee undertakes not to oppose the said appointment of the Sole Arbitrator. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and statutory modification thereof & rules made thereunder. The award of arbitrator shall be final & binding on both the parties. The award of the arbitrator shall be final & binding on every matter arising hereunder. It is further agreed that in spite of the fact that the Sole Arbitrator may be known to any of the Directors or share holders or may have been appointed as an arbitrator earlier by the company shall not disqualify him. Even if the Arbitrator may have expressed opinion in similar matter earlier shall also not render him disqualified. The venue of the arbitration shall be Delhi/New Delhi only.

(b) Subject to 36 (a) hereinabove, the exclusive jurisdiction in the matter shall vest in Delhi/New Delhi Courts.”

4. The petitioner on 25.11.2019 tendered its resignation to the respondent, which was subsequently confirmed/ accepted on 26.11.2019. Vide E-mail dated 31.03.2020, the notice period was waived off by the respondent and the petitioner was relieved of his service w.e.f 01.04.2020.
5. Dispute/s have arisen between the parties on account of alleged failure of the respondent to process the Full and Final Settlement of the petitioner despite repeated request and communications.
6. It is submitted that the respondent in the said relieving letter had stated that the Full and Final Settlement of the petitioner will be processed as per the applicable rules in the due course of time, however, despite repeated reminders and requests, the respondent failed to pay the requisite outstanding amount to the petitioner.
7. Since the disputes between the parties persisted, the petitioner issued a notice dated 16.04.2024 for invocation of arbitration between the parties for adjudication of the disputes. However, the respondent failed to respond.
8. In the above circumstances, the petitioner has approached this Court, through the present petition, seeking the appointment of a sole arbitrator to



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adjudicate the dispute.

9. The learned counsel for the respondent does not dispute the existence of arbitration agreement. He accedes to the appointment of an independent Sole Arbitrator by this Court to adjudicate the disputes between the parties.

10. Accordingly, with the consent of the parties, Ms. Shubha Yadav, Advocate (Mob. No.: +91 9953280076) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

11. The respondent shall be entitled to file counter-claim, if any, before the learned Sole Arbitrator.

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

13. The learned Sole Arbitrator shall be entitled to fee in accordance with IVth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

14. The parties shall share the arbitrator's fee and arbitral costs, equally.

15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

16. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the case.

17. The present petition stands disposed of in the above terms.

DECEMBER 20, 2024/sl

SACHIN DATTA, J