



\$~14

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

+ **ARB.P. 291/2025**

APOORV SINGHAL

.....Petitioner

Through: **Mr. Utkarsh Kandpal & Mr. Akshat Singh, Advs.**

versus

ACAYA PACKAGING TECH PRIVATE LIMITED

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.05.2025

%

1. This is a petition filed under Section 11(6) of Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator to adjudicate the disputes between the parties, arising out of an Employment Agreement dated 11.09.2023.
2. The brief facts of the case are that the petitioner is a former employee of the respondent company who was engaged in the capacity of Chief Executive Engineer and the respondent is a private limited company incorporated under the Companies Act, 2013.
3. In pursuant to the said Agreement, the respondent had a duty to advance Rs. 52 Lakhs per annum to the petitioner along with bonus. After increment, the salary went up to Rs.78,55,476/-.
4. It is stated that the same was never paid to the petitioner and there were constant irregularities in the dispersal of salary, subject to which the petitioner resigned *vide* an email dated 22.10.2024.
5. The said Agreement contains an arbitration clause, being Clause No. 14, which reads as under:-



“14. ARBITRATION

14.1 All disputes and differences arising out of or in connection with any of the matters set out in this Agreement (“Dispute”), if not resolved by amicable settlement within 30 (thirty) days from the Dispute, shall be finally and conclusively determined by arbitration by a sole arbitrator mutually appointed by the Parties to the dispute, in accordance with the Arbitration and Conciliation Act, 1996, of India, for the time being in force. In the event the Parties are not able to mutually appoint the sole arbitrator, then the same shall be appointed as per Arbitration and Conciliation Act, 1996.

14.2 The arbitrator shall reach and render a decision in writing with respect to the appropriate award to be rendered or remedy to be granted pursuant to the dispute. The award passed by the arbitrator shall be final and binding on the Parties.

14.3 To the extent practical, decisions of the arbitrator shall be rendered no more than 90 (ninety) days following commencement of proceedings with respect thereto.

14.4 The arbitration shall be conducted in English, and the seat and venue for arbitration shall be New Delhi.

14.5 The arbitrator shall be entitled to award costs of the arbitration.

14.6 Notwithstanding this agreement to arbitrate, the Employee acknowledges and agrees that a breach of any of the provisions of this Agreement may result in continuing and irreparable damages to the Company for which there may be no adequate remedy at Law and that the Company, in addition to all other relief available to it, shall be entitled to initiate at any time legal action in a court of competent jurisdiction for the purpose of seeking and obtaining the issuance of a temporary restraining order, preliminary injunction and/or other similar relief



restraining the Employee from committing or continuing to commit any breach of this Agreement pending final resolution of the arbitration proceeding. In the event the Company prevails in such arbitration proceeding, in addition to any other remedies granted to the Company pursuant to such proceeding, the Company shall be entitled to seek and obtain a permanent injunction and/or other similar relief restraining the Employee from committing or continuing to commit any breach of this Agreement.”

6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 23.12.2024 and thereafter, filed the present petition.
7. The parties were referred to Delhi Mediation Centre, but no settlement could be arrived at.
8. Neither the reply has been filed by the respondent nor is anybody appearing on behalf of the respondent.
9. On perusal, I am of the view that the disputes between the parties need to be adjudicated through an arbitral mechanism.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’) will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
 - ii) The arbitration will be held under the aegis and rules of the DIAC.
 - iii) The remuneration of the learned Arbitrator shall be in



terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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 and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 26, 2025/pk

Click here to check corrigendum, if any