



\$~3

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

+ **ARB.P. 411/2025**

RADHEY SHYAM SHARMA

.....Petitioner

Through: Ms. Kriti Krishana and Ms. Diya
Rastogi, Advs.

versus

FIITJEE LIMITED AND OTHERS

.....Respondents

Through: Ms. Disha Sharma, Advocate for R-1
(through vc)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER
23.04.2025

%

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('A&C Act'), seeking appointment of an arbitral tribunal comprising of a Sole Arbitrator to adjudicate the disputes in terms of the arbitration clause [Clause 36(a)] contained in the Service Agreement dated 27.03.2014 for employment w.e.f. 01.01.2014. The said clause reads as under:

“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 tie Sole Arbitrator by the company i.e. **FIITJEE** Ltd. whenever any dispute 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 shareholders 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.”**

((Emphasis supplied))

2. Learned counsel for the Petitioner states that since there were disputes between the parties, therefore, the Petitioner invoked the said arbitration clause vide legal notice dated 24.01.2025, however there was no response by the Respondent.
3. He further states that considering the claim amount is Rs. 12,20,429/-, an Advocate may be appointed as an Arbitrator under the aegis of the Delhi International Arbitration Centre ('DIAC').
4. Learned counsel for the Respondent states that she does not dispute the existence of the arbitration agreement. She also accedes to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
5. This Court has considered the submission of the parties. This Court is satisfied that there exists an arbitration agreement between the parties and this fact is also admitted by the Respondent.
6. In view of the above, the disputes between the parties under the said agreement are referred to the arbitral tribunal consisting of a sole arbitrator with the following directions:



- i. Mr. Vishal Maan, Advocate, (D-1522/2013) (Mob. No. 9899934315) (e-mail: maanlawoffices@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The arbitration will be held under the aegis of the Delhi International Arbitration Centre ('DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1996 as amended by DIAC Rules.
- iii. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the A&C Act before entering into the reference.
- iv. The Petitioner shall file its statement of claim within four (4) weeks as per the rules of DIAC.
- v. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- vi. List the matter before the DIAC, for a preliminary hearing before the learned Arbitrator, on **28.05.2025 at 10:30 A.M.**
7. Needless to say, nothing in this order shall be construed as an expression of this court on the merits of the case.
8. The registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance and the learned Sole Arbitrator.
9. With the aforesaid direction, the petition stands disposed of.
10. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No



physical copy of order shall be insisted by any authority/entity or litigant.

APRIL 23, 2025/msh/AM

MANMEET PRITAM SINGH ARORA, J

Click here to check corrigendum, if any