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

+ **ARB.P. 558/2025**

TECHPERSPECT SOFTWARE PRIVATE LIMITEDPetitioner

Through:

versus

ARPIT SHARMA

.....Respondent

Through: Mr. Abhishek Chakraborty, Mr. Arpit Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.05.2025

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1. This is a petition filed under section 11 of Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. Brief facts are that the respondent applied for the position of Senior Quality Analyst and was employed with the petitioner. An Employment Agreement dated 13.03.2024 was executed between the parties containing an arbitration clause being Clause No. 16.1 which reads as under:

“16. GOVERNING LAWS AND DISPUTE RESOLUTION

16.1 In case of any dispute arising in respect of this Agreement, the matter shall be referred to management of the Company and discussions will be carried out between senior level officers of the Company and the Employee to a maximum period of forty-five (45) days from the date that



written notice of the details of the issue in dispute, controversy or claim shall have been given by one Party to the other. In the event the efforts and discussions described above fail to resolve the matter, such dispute, controversy or claim shall be referred to a sole arbitrator. The arbitrator shall be mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996, and any statutory modification or re-enactment thereof. The decision of the arbitrator shall be final and binding upon the Parties. The Venue and seat of arbitration shall be Delhi, India and the language shall be English.

This Agreement and any dispute between the parties arising out of or in connection with it or any dealings between the Parties, whether contractual or otherwise, will be governed by and construed in accordance with the laws of India, and the courts at Delhi shall have exclusive jurisdiction to entertain any dispute arising out of this Agreement.”

3. The respondent tendered resignation on 10.08.2024 and thereafter, the petitioner issued Legal Notice dated 02.09.2024 and thereafter issued notice invoking arbitration on 10.10.2024.
4. Mr. Chakraborty, learned counsel appears on behalf of the respondent and has no objection to the appointment of an arbitrator but he states that the parties may be given an opportunity to try and settle the disputes between them through mediation.
5. 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. The Arbitrator so appointed shall enter reference after 12 weeks from today.
- 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 and learned Arbitrator shall enter reference after 12 weeks from thereafter.
7. The parties shall appear before Delhi High Court Mediation Centre on 02.06.2025 at 4:30 p.m.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 26, 2025/sp



Click here to check corrigendum, if any