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

+ **ARB.P. 620/2025**

RAVINDRANATH PRABHAKAR PATILPetitioner

Through: Mr. Pavan Srinivas and Mr. Kshitij
Paliwal, Advs.(Through VC)

versus

KPMG ASSURANCE AND CONSULTING SERVICES LLP

.....Respondent

Through: Mr. Aditya Jalan, Adv.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **02.07.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act of 1996'), seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of the employee-employer relationship between the parties.

2. Mr. Aditya Jalan, Advocate enters appearance on behalf of Respondent. He states that he will file his vakalatnama within one (1) week.

2.1 He states that the employee-employer relationship is governed by KPMG Operating Procedures and Code of Conduct for Partners 2020 ('OPCCP') dated 24.09.2021 wherein there is an arbitration clause (clause 13.2).

2.2 He submits that the Respondent has no objection to reference to arbitration of the disputes between the parties as per the arbitration clause set out in the OPCCP.



2.3 He refers to an appointment letter dated 21.09.2021 issued by Respondent to the Petitioner and has handed over a copy of the same to the Court. He states that this copy will also be filed on record within three (3) days.

2.4 He states that Respondent in its reply notice dated 03.01.2024, while responding to the Petitioner's request for appointment of arbitrator has consented to the appointment of an arbitrator with reference to OPCCP.

2.5 He states that the Respondent is disputing that there is any arbitration clause in the agreement filed by the Petitioner at document (D) to this petition.

3. In response, learned counsel for the Petitioner states that Petitioner has no objection if the arbitral tribunal is appointed in terms of the applicable clause 13.2 of OPCCP.

4. At this stage, the parties jointly state that the matter may be referred to a arbitral tribunal consisting of a Sole Arbitrator and they state that the Court may consider appointing a former Judge of this Court as the Arbitrator.

5. In view of the above, this Court deems it fit to appoint **Justice V.K Jain**, Former Judge, High Court of Delhi [Mr. Vasudev Gupta, Clerk of the Arbitrator (Mob. No. 8800478515)] as an Arbitrator to adjudicate the disputes between the parties under the said agreement.

5.1 The fees of the Arbitrator shall be fixed by the Arbitrator in consultation with the parties.

5.2 The learned Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference.

5.3 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.

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

7. Parties are directed to approach the learned Sole Arbitrator within two (2) weeks to fix a date of preliminary hearing.

8. With the aforesaid submissions the petition stand allowed.

9. Copy of this order be sent to the learned Sole Arbitrator for information and compliance.

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.

MANMEET PRITAM SINGH ARORA, J

JULY 2, 2025/hp/AM

[Click here to check corrigendum, if any](#)