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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 863/2025**
SUBHAM SINGHAL

.....Petitioner

Through: Mr. Kartik Nigam, Adv.

versus

FIITJEE LTD. & ANR.

.....Respondents

Through: Mr. Mukesh M. Goel, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
11.09.2025

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1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of the Offer of Appointment dated 30.09.2023.
2. The facts are that the petitioner was employed as a Professor (Grade A1) in the Mathematics Department by FIITJEE Ltd. on 23.04.2016, under terms of the said Offer of Appointment. On 30.09.2023, the petitioner was transferred to respondent No. 2, Megacosm Cognitions Private Limited, with a specific stipulation in the transfer letter that all existing terms and conditions of employment would remain unchanged.
3. The Salary and Terms and Conditions of the Services Rules for the



Employees for FIITJEE Ltd. contains an arbitration clause being Clause No. 38, which reads as under:

“38. (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. 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 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 38 (a) hereinabove, the exclusive jurisdiction in the matter shall vest in Delhi/New Delhi Courts.”

4. On 30.05.2024, the petitioner tendered his resignation and sought his



arrears on salary and other statutory entitlements. Since the same were not cleared by the respondents, the petitioner served a legal notice dated 10.10.2024. The notice demanded clearance of petitioner's full and final dues, along with interest @ 12% p.a. However, the respondents failed to comply with the demands outlined in the notice.

5. Hence, the petitioner filed the present petition.
6. Mr. Goel, learned counsel appears on behalf of the respondent and has no objection to the appointment of an Arbitrator.
7. For the said reasons, the petition is allowed, with following directions:-

- xii) Mr. Akshay Sehgal (Advocate) (Mob. No. 9899579000) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- xiii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- xiv) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- xv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- xvi) 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.
- xvii) The parties shall approach the learned Arbitrator within two weeks



from today.

8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 11, 2025/sp