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

+ **ARB.P. 871/2025**

AMITABH DWIVEDIPetitioner
Through: **Mr. Kartik Nigam, Advocate.**

versus

FIITJEE LTD. & ANR.Respondents
Through: **Ms. Rishika Sachdev, Advocate.**

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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09.09.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter 'the Act'] seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties arising out of the FIITJEE Service Rules Manual and Code of Conduct ('Agreement') dated 8th March, 2009 wherein the Corrigendum and Addendum passed on 29th September, 2015, modifying the rules of the Service Rules Manual, had an arbitration clause.

2. The arbitration clause was inserted in the Agreement *vide* Corrigendum and Addendum passed on 29th September, 2015. The said arbitration clause is set out below:

"All disputes and differences of any nature with regard to the FIITJEE Service Rule Manual/terms and conditions 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.

Subject to hereinabove, the exclusive jurisdiction in the matter shall vest in Delhi/New Delhi Courts.”

3. Mr. Kartik Nigam, counsel appearing on behalf of the petitioner, states that since there were disputes between the parties, the petitioner sent a notice dated 10th October, 2024 for invocation of arbitration. Counsel states that since the respondents did not respond to the notice dated 10th October, 2024, the petitioner was constrained to file the present petition.

4. On the last date i.e. 11th August, 2025, counsel for the respondents entered appearance and sought time to file reply. Today also, counsel for the respondents seeks an adjournment on the same ground.

5. Since the existence of the arbitration clause is not disputed by the respondents, this Court is not inclined to grant any further adjournment.

6. In terms of the above, the present petition is allowed and the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

a. Ms. Shreya Mathur, Advocate (Mobile No.: +91-8527080105) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.



b. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.

d. The parties shall approach the Arbitrator within two (2) weeks from today.

7. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondents that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.

8. The petition stands disposed of in the aforesaid terms.

9. All pending applications stand disposed of.

10. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

SEPTEMBER 9, 2025

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