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

+ ARB.P. 911/2025

SANJAY KUMAR

.....Petitioner

Through: Ms. Yashima Sharma, Mr. Mustafa
Alam, Mr. Lakshay Kaushik,
Advocates.

versus

M/S DEVYANI AIRPORT SERVICES MUMBAI PVT. LTD.

.....Respondent

Through: Mr. Abhay Gupta, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

26.09.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties arising out of an Appointment Letter dated 31st July, 2015, entered into between the parties.

2. In terms of the aforesaid Letter, the petitioner was appointed to the post of Restaurant General Manager-Operations in the respondent company.

3. Counsel for the petitioner submits that the aforesaid Letter contains an arbitration clause, *i.e.* Clause 10, which provides for adjudication of any disputes arising between the parties by way of arbitration. The said arbitration clause is set out below:

"....10. Dispute Resolution and Jurisdiction. All disputes arising in connection with this Appointment Letter shall be settled, if possible, by

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*amicable negotiation of the parties. If the matter is not resolved by amicable negotiations within twenty (20) business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to arbitration before the sole arbitrator to be appointed by the Managing Director/ Director in charge of Devyani international Ltd. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time. **Arbitration shall be held at Delhi/New Delhi.** The arbitration proceedings shall be conducted and the award shall be rendered in the English language. The arbitrator will be required to make the award within two(02) months of entering upon the reference unless the time is extended for justifiable reasons. The award rendered by the arbitrator shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction at Delhi/New Delhi. The cost of arbitration, including attorney's fees and expenses of the arbitrator shall be as per the award."*

4. Since there were disputes between the parties, on account of non-payment of salary and subsistence allowance to the petitioner, which is covered by the aforesaid arbitration clause, the petitioner sent a legal notice in September 2023 and a notice dated 3rd March, 2025, invoking the aforesaid arbitration clause under Section 21 of the Act to the respondent.
5. However, no reply to the aforesaid notices has been received by the petitioner.
6. Notice in the present petition was issued on 7th July, 2025.
7. On the last date of hearing, the petitioner was directed to file an amended memo of parties. The same is placed on record.
8. Counsel appears on behalf of the respondent and submits that the respondent has no objection to the appointment of a Sole Arbitrator.
9. Accordingly, the dispute between the parties under the aforesaid Letter is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:



- i. Mr. Gaurav Barathi, Advocate (Mob. No. - 9810526981), is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii. 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 '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. The parties shall approach the learned Arbitrator within two (2) weeks from today.
10. 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.
11. The petition stands disposed of in the aforesaid terms.
12. 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 26, 2025

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