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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 943/2025

MR. SUNMEET SINGH

.....Petitioner

Through:

versus

M/S AYOLEEZA CONSULTANTS PRIVATE LIMITED

.....Respondent

Through: Mr. Venugopal, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.09.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the petitioner was appointed as an Associate Vice President vide Letter Ref. No. AYO/2020-21/HO/HR/212 dated 07.07.2021 titled as 'Professional Services Agreement'.
3. The terms and conditions of the said Service Agreement contain an arbitration clause, being Clause No. 12, which reads as under:

“12. This agreement shall be governed by and construed in accordance with the Indian Law. Any dispute, controversy or claim arising out of relating to or in connection with the agreement or the breach, termination



or validity hereof shall be finally settled by the arbitration and conciliation Act, 1996 as in force at the time such arbitration is commenced, under the sole arbitrator, in an arbitration court, to be conducted in New Delhi, in accordance with the provisions of the said Act. Subject to the above, the Court of Noida shall have sole and exclusive jurisdiction under this agreement.”

4. Since services of the petitioner were ceased with effect from 31.12.2024, the petitioner invoked arbitration *vide* Legal Notice dated 05.03.2025.
5. Mr. Venugopal, learned counsel appears on behalf of the respondent and states that the respondent would like to settle the matter with the petitioner.
6. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Delhi International Arbitration Centre (DIAC) 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.
 - 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, referred to as 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.
7. However, with a view to settling the matter, the Arbitrator shall enter reference not before 24.11.2025 to enable the parties to try and settle the disputes.
8. The parties shall appear before the Delhi High Court Mediation and Conciliation Centre on 06.10.2025 at 4:30 p.m. to explore the possibilities of settlement.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 22, 2025/sp