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

+ **ARB.P. 1045/2025**

4 RAHUL SHAWEL

.....Petitioner

Through: Mr. Puneet Singh Bindra,
Mr. Sanampreet Singh, Ms. Shivani
Sharma, Mr. Nikhil Singh and
Ms. Charu Modi, Advocates

versus

**DRHARORS AESTHETICS
PRIVATE LIMITED**

.....Respondent

Through: Mr. Anirban Bhattacharya,
Mr. Apporv Aggarwal, Ms. Saloni
Singh, Mr. Asangha Rai, Mr. Abhiraj
Das and Mr. Rajeev Chaudhary,
Advocates

+ **ARB.P. 1063/2025 with I.A. 23188/2025**

65 DEBDULAL BANERJEE

.....Petitioner

Through: Mr. Puneet Singh Bindra,
Mr. Sanampreet Singh, Ms. Shivani
Sharma, Mr. Nikhil Singh and
Ms. Charu Modi, Advocates.

versus

**DRHARORS AESTHETICS
PRIVATE LIMITED**

.....Respondent

Through: Mr. Anirban Bhattacharya,
Mr. Apporv Aggarwal, Ms. Saloni
Singh, Mr. Asangha Rai, Mr. Abhiraj
Das and Mr. Rajeev Chaudhary,
Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

17.09.2025

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1. The present petitions have been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties arising out of an Employment Agreement dated 19th October 2023 (hereinafter 'Agreement').
2. Both the aforesaid petitions raise similar issues against a common respondent company and are being disposed of by a common order.
3. In terms of the aforesaid Agreement, the petitioners in both the petitions were appointed as Directors in the respondent company.
4. Counsel for the petitioner states that the Agreement contains an arbitration clause, i.e. Clause 12, which provides for the adjudication of disputes arising between the parties by arbitration. The said clause is set out below:

"12. Dispute Resolution

12.1 - The Company and the Executive hereby agrees that they will, at all times, act in good faith, and make all attempts to resolve all differences however arising out of or in connection with this Agreement by discussion. If within 15 (fifteen) days of the commencement of the discussions the dispute is not resolved the dispute shall be referred to arbitration, provided that:

12.1.1 Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended and restated from time to time ("Arbitration Act").

12.1.2 There shall be one arbitrator appointed jointly by the parties within 30 (Thirty) days of the reference of arbitration, failing which the arbitrator shall be appointed as per the provisions of the Arbitration Act;

12.1.3 The seat of arbitration shall be New Delhi and the venue for conducting/holding of the arbitration proceedings shall be New Delhi, India.



The arbitration proceedings shall be conducted in the English Language;

12.1.4 When any dispute is referred to arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under the Agreement;”

5. He states that since there were disputes between the parties on account of wrongful termination of the petitioners from the respondent company, the petitioners invoked the aforesaid arbitration clause under Section 21 of the Act by issuing a notice dated 19th May 2025.

6. He states that despite the petitioner's request, the respondent did not respond to constitute the Arbitral Tribunal and therefore, in these circumstances, the petitioner has been constrained to approach this Court under Section 11 of the Act.

7. Reply has been filed on behalf of the respondent wherein it is stated that the present petitions are premature since a notice invoking arbitration under Section 21 of the Act was not served upon the respondent, but upon the respondent's counsel.

8. It is an admitted position that the notice was served on the previous counsel representing the respondent in proceedings initiated by the petitioner under Section 9 of the Act.

9. In fact, in ARB. P. 1063/2025, the notice invoking arbitration has been duly replied on behalf of the respondent company.

10. Having heard the counsel for the parties, in my view, the objection raised by the respondent company is of a technical nature. As noted above, in one of the cases, the notice in question has been duly replied on behalf of the respondent company.



11. In my considered view, an arbitrator has to be appointed to adjudicate the disputes between the parties.

12. Counsel for the petitioner submits that the same person may be appointed as the Arbitrator in both the petitions, since the nature of the dispute is similar.

13. In view thereof, 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) Mr. Deepank Yadav, Advocate (Mobile No.: +91- 9999210199), 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.

14. 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.

15. In terms of the aforesaid, the petitions stand disposed of.



16. Pending applications, if any, stand disposed of.

17. 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 17, 2025

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