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

+ **ARB.P. 1217/2025**

M/S MONEYWISE FINANCIAL SERVICES PVT LTD

.....Petitioner

Through: Mr. Ranjeet Kumar Advocate

versus

MRS VERSHA SRIVASTAV

.....Respondent

Through: Mr. Hari Om, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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17.11.2025

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Appointment Letter dated 01.02.2024.

2. It is stated that the Respondent herein was appointed by the Petitioner at the position of Manager at its Palam Branch. It is stated that after working for some time, the Respondent herein stopped attending the office and consequently, *vide* letter dated 12.04.2024, the services of the Respondent were terminated. It is stated that *vide* legal notice dated 11.09.2024, the Petitioner herein called upon the Respondent to make payments to the Petitioner for breach of the Appointment Letter. It is stated that when the Respondent failed to reply to the legal notice, the Petitioner herein invoked Arbitration by sending a notice dated 09.06.2025 under Section 21 of the



Arbitration and Conciliation Act, 1996, to the Respondents. It is stated that Clause 13 of the Appointment Letter dated 01.02.2024 contains an Arbitration Clause which states that all the claims relating to the appointment of the Respondent shall be resolved by arbitration and the Courts at Delhi shall have the jurisdiction to entertain the disputes. It is stated that since the Respondent has failed to reply to the Notice invoking Arbitration, the Petitioner has approached this Court by filing the present Petition.

3. Notice in the Petition was issued on 13.08.2025. Learned Counsel appearing for the Respondent has raised the following contentions:

- a. That the Appointment letter is bad due to unequal bargaining power to the Petitioner.
- b. That the present matter is a service matter and, therefore, disputes arising therefrom shall be adjudicated only by the Labour Court.

4. The contentions raised by the learned Counsel for the Respondent are untenable at this juncture. The appointment letter contains arbitration Clause. Even though the seat of arbitration is not specifically mentioned, in view of the fact that the Respondent was appointed by the Petitioner to work as a Manager at its Palam Branch, Delhi, applying Sections 15-25 of the CPC, this Court will have the jurisdiction to appoint an Arbitrator in the present matter.

5. Accordingly, Mr. Arun Kanwa, Adv. (Mob: 9560080674) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

6. The arbitration would take place under the aegis of the Delhi



International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

8. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

9. Needless to say, nothing in this order shall be construed as an expression on the merits.

10. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 17, 2025

Rahul