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

+ **ARB.P. 1222/2025**

**M/S MONEYWISE FINANCIAL
SERVICES PVT LTD**

.....Petitioner

Through: Ms. Preeti Kumari, Advocate.

versus

MR. AMAR KUMAR

.....Respondent

Through: Mr. Hari Om, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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08.12.2025

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 the adjudication of the disputes between the parties arising out of an employment agreement.

2. Counsel for the petitioner states that the Appointment Letter dated 5th February, 2024 contains an arbitration clause, i.e. Clause 13, which provides for adjudication of any disputes arising between the parties by way of arbitration. For ease of reference, Clause 13 of the Appointment Letter is set out below:



Clause 13 Arbitration:

"Any dispute or claim that arises out of or that relates to this appointment letter, or that relates to the breach of this agreement, or that arises out of or that is based upon the employment relationship during the course of your employment with the company or thereafter (including any wage claim, any claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with employment discrimination, sexual harassment, civil rights, age, or disabilities), shall be resolved by arbitration under the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The decision of the arbitrator shall be conclusive and binding upon both the parties. It is confirmed, accepted and agreed by you that the courts at Delhi alone shall have the sole and exclusive jurisdiction in relation to the matter of arbitration or any other matter. This arbitration clause is irrevocable and cannot be revoked either by the company or by you under any circumstances, whatsoever. "

3. He further states that the petitioner sent a notice dated 9th June, 2025 to the respondent invoking the aforesaid arbitration clause under Section 21 of the Act.
4. The respondent has not sent a reply to the aforesaid notice to the petitioner.
5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
6. Notice was issued in the present petition on 14th August, 2025.
7. Despite seeking an opportunity to file a reply on the last two dates, the respondent failed to file the same.
8. I am satisfied that there exists a valid arbitration agreement and there are disputes which need to be adjudicated through arbitral mechanism.



9. Accordingly, the dispute between the parties under the aforesaid Appointment Letter is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- i. Ms. Purnima Malik, Advocate (Mob. No. +91-9899061438) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. 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.
- iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- iv. The parties shall approach the Arbitrator within two (2) weeks from today.

10. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the 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

DECEMBER 8, 2025/RK