



\$~2

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

+ **ARB.P. 1239/2025**

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

.....Petitioner

Through: Ms. Preeti Kumari, Advocate.

versus

MR. MOHD. AZAD

.....Respondent

Through: Mr. Arman Malik and Mr. Salim
Malik, Advocates.

Respondent present-in-person.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

14.10.2025

%

1. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of an Appointment Letter dated 5th October, 2025 (hereinafter 'the Appointment Letter') entered into between the parties by way of which the respondent was appointed as 'Manager' of the petitioner company.

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

"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. Counsel for the petitioner further states that since there were disputes between the parties, the petitioner sent a legal demand notice dated 29th October, 2024 to the respondent, calling upon the respondent to make payment to the petitioner for the breach of the agreement. Thereafter, an invocation notice dated 13th May, 2025 was sent by the petitioner to the respondent under Section 21 of the Act, invoking the aforesaid arbitration clause.
4. Since the respondent has not replied to the aforementioned legal notice under section 21 of the Act, the petitioner has been constrained to approach this Court by way of the present petition.
5. Notice was issued on 18th August, 2025.
6. Reply is stated to have been filed.
- 6.1. However, the same is not on record.
7. Counsel for the respondent submits that the respondent has not signed



the Appointment Letter, which contains the arbitration clause.

8. He further submits that the respondent has not signed the bond of indemnity as well as the non-disclosure agreement and other related documents.

9. Counsel for the petitioner has drawn attention of the Court to the email sent by the respondent on 12th April, 2024, resigning from his employment with the petitioner company.

10. Therefore, it is a matter of record that the respondent was employed by the petitioner company.

11. The various objections raised on behalf of the respondent shall be considered in the arbitration proceedings.

12. 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. Mr. Anant Mann, Advocate (Mob. No. +91-8826876541) 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.
13. 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.

14. The petition stands disposed of in the aforesaid terms.

15. 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

OCTOBER 14, 2025

at