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

+ **ARB.P. 1323/2025**

M/S SWADESHI CIVIL INFRASTRUCTURE PVT. LTD.

.....Petitioner

Through: Mr. Manish Malhotra, Mr. Sunil
Kumar Yadav, Advs.
versus

MR. RAVINDER SINGH CHAHAR

.....Respondent

Through: Mr. KP Singh, Ms. Gunity Singh, Mr.
Kuldeep Pandey, Mr. Vaibhav Gupta & Ms.
Jitasha Bahl, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **10.11.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the respondent was appointed by the petitioner as Senior Planning Engineer in Band-3 *vide* Appointment Letter dated 15.09.2023.
3. The Terms and Conditions of Employment of the said Appointment Letter contains an arbitration clause, which reads as under:-

"You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act,



1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.”

4. During the course of employment, the respondent agreed to undergo training program at the cost of the petitioner to enhance respondent's knowledge, skills and for appropriate and effective attainment of his job obligations. In furtherance thereof, an Agreement dated 03.04.2024 was entered into between the parties, whereby the respondent agreed that the respondent, in consideration of taking such training, shall serve petitioner for minimum tenure of three years after the training period.
5. Thereafter, the respondent tendered resignation dated 14.12.2024.
6. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 02.06.2025 and thereafter, filed the present petition.
7. Mr. Gupta, learned counsel for the respondent states that he has filed a reply, however, the same is not on record. He submits that the disputes in the present case arise out of the Agreement for Training dated 03.04.2024 and the said Agreement does not contain an arbitration clause. Hence, he submits that the present petition is misconceived. However, he states that the parties may be relegated to mediation to try and resolve the matter amicably.
8. In regard of the said objection raised by the learned counsel for the respondent, the recital 'A' of the Agreement for Training is relevant and the same reads as under:-

“A. The Employee is in the employment of the Company since 15th September 2023 and his/ her employment is governed by the terms and conditions of the Appointment Letter (as



defined hereinafter).”

9. The Clause No. 1.1 namely “Definitions” of the Agreement defines “Appointment letter” as under:-

“shall mean the appointment dated 15th September 2023 issued by the Company to the Employee and accepted by the Employee and any amendment or supplement thereof”

10. Clearly, as per the recital ‘A’ of the Agreement for Training, the terms and conditions of the Appointment Letter dated 15.09.2023 governs the employee i.e., the respondent and his employment with the petitioner. Hence, the Agreement forms part of the Appointment Letter and the Appointment Letter contains the arbitration clause, as reproduced above. The legal notice invoking arbitration issued by the petitioner is in terms of the arbitration clause contained in the Appointment Letter.
11. Further, the clause for Jurisdiction and Governing Law of the Agreement being Clause No. 9 is not in conflict with the terms of the Appointment Letter and only gives territorial jurisdiction to Delhi. The same reads as under:-

“9. Jurisdiction and Governing Law: All disputes between the Parties shall be subject to jurisdiction of the courts at Delhi Only. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the India, without regard to the conflict of law's provisions thereof.”

12. The Court at a referral stage is only to see *prima facie* existence of an



arbitration clause. In the preset case, I am satisfied that there exists a valid arbitration clause and dispute between the parties which need to be adjudicated through the arbitral mechanism.

13. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Vasu Manchanda (Advocate) (Mob. No. 8860195937) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- 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 1996 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.

14. In view of the request of the parties, they are referred to the Delhi High Court Mediation and Conciliation Centre to try and resolve the matter.

15. List the matter before the Delhi High Court Mediation and Conciliation



Centre on 28.11.2025, at 4:30 p.m.

16. The learned Arbitrator shall enter reference after a period of 12 weeks from 28.11.2025, in case the parties are unable to resolve their disputes.
17. Additionally, the objection that the arbitration clause does not cover the dispute is also left open, as the findings given above are only *prima facie*.
18. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

NOVEMBER 10, 2025 / (MS)