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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1336/2025**
MANISH VARYANIPetitioner
Through: Mr. Arghay Ajay Gautam, Mr.
Ashutosh Kumar Mishra, Ms. Radhika
Goel, Ms. Anjali Rawat, Advs.

versus
M/S FIITJEE LIMITEDRespondent
Through: Mr. Mukesh Goel, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
18.09.2025

1. This is a petition filed under Section 11(4)(a) & (6)(a) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The brief facts are that the petitioner and the respondent entered into a Service Contract for Employees dated 12.07.2016 and a Fresh Service Contract for Employees dated 01.08.2023.
3. The said Fresh Service Contract for Employees contains an arbitration clause being Clause No. 38(a), which reads as under:

“38. (a) All disputes and differences of any nature with regard to the FIITJEE service contract and the interpretation & adjudication of clauses and claims respectively shall be referred to the Sole Arbitrator appointed by the Company Le. FIITJEE Ltd. The provisions of Arbitration and Conciliation Act, 1996 as amended upto date shall be applicable, The venue of the arbitration shall be Delhi/New Delhi only.



(b) Subject to 38 (a) hereinabove, the exclusive jurisdiction in the matter shall vest in Delhi/New Delhi Courts only.”

4. Since disputes arose between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 15.05.2025 and thereafter, filed the present petition.
5. Mr. Goel, learned counsel appears on behalf of the respondent and has no objection to the appointment of an Arbitrator.
6. I am satisfied that there is a valid arbitration clause between the parties, and there are disputes that need to be settled through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Shanul Kadian (Advocate) (Mob. No. 9999763303) 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 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.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 18, 2025/sp