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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1362/2025**
SUMATI MURTIPetitioner
Through: Mr. Himanshu Tyagi, Adv.
versus
MACHWARES IT SOLUTIONS PVT. LTD.Respondent
Through: Mr. Manjeet Godara, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
16.10.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the dispute between the parties.
2. The brief facts of the case are that the petitioner was initially appointed as Senior Manager – Product Management at Addtitans Digital Pvt. Ltd. on 07.02.2022 and was promoted to AGM – Digital Marketing on 01.07.2023, with a corresponding revision in remuneration. Subsequently, she was transferred to Machwares IT Solutions Pvt. Ltd., a sister company under the same management, and appointed as AGM – Influencer Marketing effective 01.11.2024, with a fixed monthly salary and an annual bonus.
3. After resigning on 17.03.2025, the petitioner's repeated follow-ups for her annual bonus were refused by the respondent, despite her efforts to resolve the matter amicably.
4. The appointment letter dated 01.11.2024 contains an arbitration clause being clause No. 9 which reads as under:

“Any dispute arising out of your employment with the



Organization, the construction of any provision of this Appointment Letter or the rights, duties or liabilities of you and the Organization under this Appointment Letter shall be amicably and promptly settled by negotiations and consultations in good faith. If mutual agreement cannot be reached within 15 (fifteen) days after the commencement of such negotiations, then such dispute shall be referred to arbitration. Arbitration may be initiated by either party serving upon the other notice (i) stating that the notifying party desires to have such controversy reviewed by a board of three arbitrators, and (ii) naming one person whom such party chooses to act as one of the three arbitrators. Within fifteen (15) days after receipt of such a notice, the other party shall designate one person to act as arbitrator and shall notify; the party requesting arbitration of such designation and the name of the person so designated. If the party upon whom a request for arbitration is served shall fail to designate its arbitrator within fifteen (15) days after receipt of such a notice, then the arbitrator designated by the party requesting arbitration shall act as the sole arbitrator to resolve the controversy at hand. If both parties have designated an arbitrator/the two arbitrators designated as aforesaid shall promptly select a third arbitrator. The appointment of arbitrators shall be in consonance with the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The decision in writing of the arbitrator(s) shall be (1) in the English language



and (ii) final and binding on both the parties. The seat of the arbitration shall be at New Delhi and the language of arbitration proceeding shall be English. Each party shall bear its own cost for arbitration. Either party may apply to any court having jurisdiction for an order confirming, or to enforce, the award.”

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 03.07.2025 and thereafter filed the present petition.

6. Mr. Godara, learned counsel for the respondent states that he has filed a vakalatnama. The same is not on record.

7. He submits that, without admitting any of the allegations made in the petition, he does not oppose the appointment of an arbitrator.

8. I am of the view that there is a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.

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

- i) Mr. Dhan Mohan (Advocate) (Mob. No. 9811180987) 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.
10. The present petition is disposed of in the aforesaid terms.

OCTOBER 16, 2025/AS

JASMEET SINGH, J