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

+ **ARB.P. 1539/2024**

MS SHUMITA KAKKAR

.....Petitioner

Through:

versus

UNITED FOR HER PRIVATE LIMITED & ORS.Respondents

Through: Ms. Anish Ahlawat, Mr. Nishant
Rewalia, Mr. Apoorv Mishra, Mr.
Manish Gussain & Ms. Laavanya
Kaushik, Advs.

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+ **O.M.P.(I) (COMM.) 305/2024 & I.A. 48105/2024**

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CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

20.03.2025

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ARB.P. 1539/2024

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (*"the Act"*) seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. Clause XV of the Employment Agreement (*"the Agreement"*) dated 01.04.2023 contains the arbitration clause, which reads as under:-

"15. DISPUTE RESOLUTION

15.1. The Parties shall seek to resolve any dispute, controversy,



claim or breach arising out of or in relation to this Agreement including any dispute as to the existence or validity of this Agreement, by amicable arrangement and compromise, and only if the Parties fail to resolve the same by amicable arrangement and compromise within a period of 30 (thirty) Business Days of receipt of written notice of the same by the other Party, either Party may resort to arbitration as provided for in Clause 15.2 hereof.

15.2. Any dispute, controversy, claim or breach arising out of or in relation to this Agreement (including a dispute as to the existence or validity hereof) shall be finally settled in accordance with the Arbitration & Conciliation Act, 1996, then in effect which shall be deemed to have been incorporated herein, by binding arbitration by a sole arbitrator to be mutually appointed by the Parties.

15.3. The place, venue and seat of arbitration shall be New Delhi. The language of arbitration shall be English. The award of arbitration shall be final and binding upon the Parties and shall be enforceable by the relevant courts, competent to enforce the arbitration award.

15.4. The arbitral award shall be substantiated in writing and the arbitral tribunal shall also have the right to decide on the costs of arbitration proceedings.”

3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 16.08.2024 in accordance with Section 21 of the Act.



4. The parties have failed to reach a consensus regarding the appointment of an arbitrator and hence, the present petition.
5. Ms. Ahlawat, learned counsel appearing on behalf of the respondents, states that in view of the arbitration clause, she has no objection to the appointment of an Arbitrator as long as all rights and contentions of the respondents are left open.
6. For the said reasons, the petition is allowed and the following directions are issued:-
 - a. Mr. Amiet Andlay, Adv. (Mob. No.9811151686) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - b. The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (“DIAC”).
 - c. The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
 - d. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - e. 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.
 - f. The parties shall approach the learned Arbitrator within four



weeks from today.

7. The present petition is disposed of accordingly.

O.M.P.(I) (COMM.) 305/2024

8. This is a petition filed under Section 9 of the Act seeking urgent interim and ex-parte ad-interim reliefs against the wrongful and arbitrary termination from respondent No. 1 in view of the Agreement and for preserving the contractual, legal rights and capital interest of the petitioner in the respondent company, pending resolution of disputes through arbitration.
9. Ms. Ahlawat, learned counsel for the respondents, states that 'United We Care Pte. Limited' is not a party to the present Section 9 petition as well as to the Section 11 petition bearing ARB.P. 1539/2024.
10. Hence, I am of the view that no direction can be passed against the 'United We Care Pte. Limited' in the present case.
11. *Vide* the Order dated 09.09.2024 passed by this Court, it was stated in *para* 20 that the parties shall maintain *status quo* as of today and will not dilute the 3,300 shares held by the petitioner in 'United We Care Pte. Limited'. This condition needs to be modified.
12. Since the issue of termination of the petitioner *vide* the Termination Notice dated 15.07.2024 is the subject matter of the arbitration proceedings before the learned Arbitrator appointed in ARB.P. 1539/2024, it is directed that for a period of four weeks from today, the consequences of the termination notice dated 15.07.2024 shall remain stayed.
13. The learned Arbitrator shall treat the present petition as a Section 17 application and shall hear and dispose of the same expeditiously, and



in any case, not later than four weeks from today.

14. The petition is disposed of accordingly.

JASMEET SINGH, J

MARCH 20, 2025/pk

[Click here to check corrigendum, if any](#)