



\$~2

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

+ **ARB.P. 1593/2024**

FIITJEE LTD

.....Petitioner

Through: Ms. Ayushi Aggarwal, Adv.

versus

VARDAN VAISH AND ANR

.....Respondents

Through: Mr. Kumar Prashant, Mr. Avnish
Dave, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

25.04.2025

%

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 disputes between the parties arising out of the Offer of Appointment for a Faculty Position as well as the Service Contract.

2. The arbitration clause is contained as clause 36(a) of the Service Contract which reads as under:

“36. (a) All disputes and differences of any nature with regard to the FHTJEE service manual and the interpretation & adjudication of clauses and claims respectively shall be referred to the Sole Arbitrator appointed by the Company i.e. FIITJEE Ltd. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and statutory modification thereof & rules made thereunder. The award of arbitrator shall be final &

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 01/05/2025 at 16:04:36



binding on both the parties. The award of the arbitrator shall be final & binding on every matter arising hereunder. It is further agreed that in spite of the fact that the Sole Arbitrator may be known to any of the Directors or shareholders and that he may have been dealing with the Company or had occasion to deal with any matter of this agreement shall not disqualify him. Even if the Arbitrator may have expressed opinion in similar matter earlier shall also not render him disqualified. The venue of the arbitration shall be Delhi/ New Delhi only.”

3. Briefly stating the facts are that the petitioner is an institute undertaking coaching for students for various competitive exams such as IIT JEE, etc. During the course of its business, the petitioner appoints various faculties for teaching the students. On 10.05.2011, the respondent No. 1 was offered the faculty position in the department of Chemistry. The respondent no. 2 stood surety for respondent no. 1 and in this regard, executed a surety bond.
4. On 14.12.2023, the respondent no. 1 resigned from his services.
5. Since, there were disputes between the petitioner and respondent no. 1, the petitioner invoked arbitration *vide* legal notice dated 11.09.2024.
6. Mr. Prashant, learned counsel appears for the respondent No. 1 and states that no amounts are due and payable by the respondent No. 1. Respondent No. 2 has also been served and despite service, there is nobody appearing for respondent No. 2.
7. I am convinced that there are disputes between the parties and the same need to be resolved by way of arbitration mechanism.
8. For the said reasons, the petition is allowed with the terms and conditions:

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 01/05/2025 at 16:04:36



- i) Ms. Chand Chopra, Adv. (Mob. No. 9915907494) 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') and as per Rules of 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 25, 2025/DM

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