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

+ **ARB.P. 1638/2025**

AULTEN DIGITAL PRIVATE LIMITED THROUGH ITS

DIRCETOR MR VISHESH BANSALPetitioner

Through: Mr. Mayank Goel, Adv.
versus

VICKYRespondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **26.11.2025**

Since there was a holiday on 25.11.2025, the matter is taken up for hearing today.

1. This is the petition under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the respondent, an ex-employees of the petitioner, was appointed by the petitioner as the Area Sales Manager *vide* an Employment Letter dated 09.01.2025. The said Employment Letter was governed by Terms and Conditions of Employment as set out in Annexure A attached with it.
3. The said Terms and Conditions of Employment as set out in Annexure A contains an arbitration clause being Clause No. 15, which reads as under:-

“15.Governing Law and Dispute Resolution: Your employment with



Aulten shall governed and construed by the laws of India. Any dispute that may arise concerning your employment or its terms shall be submitted for resolution by a sole arbitrator appointed by the Arbitration and the Consolation Act 1996. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The award made by the sole arbitrator shall be binding on both parties. The language of the arbitration shall be English. The seat of the arbitration shall be in New Delhi. You agree to sign such further document as required by Aulten to resolve any dispute by way of arbitration.”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 18.06.2025 and thereafter, filed the present petition.
5. As per Employment Letter, duly signed by the respondent, the e-mail ID of the respondent is vicky.vk195@gmail.com.
6. The office report shows that the respondent has been served on the said e-mail ID. However, despite service there is nobody appearing on behalf of the respondent.
7. I am satisfied that there is a valid arbitration clause and disputes between the parties which need to be adjudicated through arbitral mechanism.
8. For the said reason, the petition is allowed, with the following directions:
 - i) Delhi International Arbitration Centre (DIAC) Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’) will appoint an Arbitrator out of the Panel of the



Advocates maintained by the DIAC.

- 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 petitioner shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

NOVEMBER 26, 2025/DM