



2025:DHC:1970



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1774/2024**

Date of Decision: **19.03.2025**

IN THE MATTER OF:

MS PRIYANKA JAIN

.....Petitioner

Through: Mr. Pratush, Adv.

versus

M/S SHYAM SPECTRA PVT LTD & ANR.

.....Respondents

Through: Mr. Surendra Kumar, Adv.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the 1996 Act) by the petitioner, seeking appointment of an Arbitrator to adjudicate upon the dispute between the parties, in terms of the Arbitration Clause 20 of the Appointment Letter dated 24.03.2023.
2. Heard learned counsel appearing on behalf of the parties.
3. Learned counsel for respondent No. 1, however, contends that respondent No. 2 has been unnecessarily arrayed as a party. Additionally, he asserts that there are counterclaims against the petitioner. Therefore, he states that, while reserving the rights and contentions of the respondents to

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be agitated before the Arbitrator, the Court may consider appointing an Arbitrator.

4. The Court takes note of the Arbitration Clause 20 of the Appointment Letter dated 24.03.2023, which reads as under:-

“20. Arbitration: In case of any dispute or difference of whatsoever nature arising between the Company and the Employee out of or relating to the construction, meaning and operation or effect of this appointment letter (or other terms of the appointment or breach thereof) shall be settled by a sole arbitrator. It is further clarified that the management of the company reserves the right to appoint an arbitration to resolve the dispute(s) and the decision of the arbitrator shall be binding on you and the Company.”

5. A perusal of the petition indicates that it is the case of the petitioner that the respondent company, on 13.08.2024, wrongfully and forcefully terminated the services of the petitioner without any payment towards arrears of salary. A sum of Rs. 5,16,642/- (Rupees Five Lakh Sixteen Thousand Six Hundred and Forty Two only) was transferred to the petitioner as part of the full and final Settlement. However, this amount currently remains in the petitioner's bank account under protest, which was duly communicated to the respondent *via* email on 14.08.2024.

6. According to the petitioner, the respondents are liable to pay an amount of Rs. 46,02,333/- (Rupees Forty Six Lakh Two Thousand Three Hundred Thirty Three only), which includes the outstanding salary for the months of July, August, September, October, and November (up to 19.08.2024), Performance Linked Incentive (PLI), Appraisal, Leave Encashment, Compensation, and other applicable dues.

7. It is evident that where there exists an arbitration clause and in the event if any dispute arises between the parties, then there should be no



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impediment in appointing an independent Sole Arbitrator for adjudicating the disputes between the parties. In this regard, reference can be made to the following judgments of the Supreme Court in *Perkins Eastman Architects DPC v. HSCC (India) Ltd.*,¹ *TRF Limited v. Energo Engineering Projects Ltd.*,² *Bharat Broadband Network Limited v. United Telecoms Limited.*,³ and *Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re* ⁴.

8. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the appointment letter, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

9. Accordingly, Ms. Saumya Tiwari, (Mobile No.+91-98734-46717 and email ID saumyatiwari@gmail.com) is appointed as the sole Arbitrator.

10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the 1996 Act within a week of entering on reference.

12. The registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

13. All rights and contentions of the parties in relation to the claims/counter-claims or to file an appropriate application for deletion of

¹ (2020) 20 SCC 760

² (2017) 8 SCC 377

³ 2019 SCC OnLine SC 547

⁴ 2023 SCC OnLine SC 1666.



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respondent No.2 are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

14. The petition stands disposed of in the aforesaid terms.

PURUSHAINDRA KUMAR KAURAV, J

MARCH 19, 2025/DPA/@m

Click here to check corrigendum, if any

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