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

+ **ARB.P. 1831/2024**

RAPIPAY FINTECH PVT. LTD.

.....Petitioner

Through: Mr. Akhil Sachar, Ms. Sunanda
Tulsyana and Ms. Kashish Maheshwari,
Advocates.

versus

MR. YASH AGARWAL

.....Respondent

Through: Mr. Zaim Khan, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

26.03.2025

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1. Present petition has been filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation, 1996 ('1996 Act') for appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The disputes between the parties arise out of an Agreement for Trainee Position dated 17.01.2023. Case of the Petitioner is that Respondent submitted an application for internship to the Petitioner Company in the year 2022, which was accepted on the basis of warranties and representations made in the application. A Letter of Intent dated 22.12.2022 was issued to the Respondent selecting him for the Capstone Project Internship with the Product Engineering Team and was informed that he shall be paid stipend of Rs. 4 lac per annum during his entire tenure as an Intern. Internship was scheduled to commence on 16.01.2023 and end on 30.06.2023. Post successful completion of the project, Respondent was to be offered Product Engineering Internship from 01.07.2023 till 30.09.2023 and in that period, a stipend of Rs.4,50,000/- per annum was payable. It was informed that basis



performance assessment and successful completion of internship, Respondent shall be offered position of Product Engineer from 01.10.2023 as a full-time employment with gross compensation of Rs.9 lacs per annum.

3. Petitioner states that on 25.12.2022, Respondent accepted the LoI and on 17.01.2023, the Agreement was executed between Petitioner Company and the Respondent, whereunder Respondent undertook to complete internship and training period of eight and a half months which could be curtailed or extended by the Petitioner depending on Respondent's performance. An appointment letter was issued to the Respondent on 28.07.2023 to the post of Product Engineering Intern in IT Department and thereafter vide appointment letter dated 28.10.2023, Respondent was offered the post of Software Engineer, IT, however, without assigning any reason Respondent resigned on 01.11.2023. Several communications sent by the Petitioner went unresponded.

4. It is stated that the Respondent left without handing over the gadgets of the Company as also without refunding moneys spent on his training. Petitioner claims that under the appointment letter it is entitled to recover 60 days' salary in lieu of notice which the Respondent chose not to serve. As the outstandings were not paid and the laptop was not returned, Petitioner invoked Clause 12 of the Agreement which is an arbitration agreement between the parties vide notice dated 21.09.2024 but there was no response and Petitioner has filed the present petition for appointment of a sole Arbitrator in terms of the said clause.

5. Mr. Zaim Khan, learned counsel for the Respondent, on instructions, submits that Respondent has no objection to appointment of a sole Arbitrator to adjudicate the disputes between the parties.



6. Admittedly, Clause 12 of the Agreement dated 17.01.2023 is an arbitration clause, which reads as follows:-

“12. It is hereby agreed by the 'Trainee' and the 'Company' that disputes and differences relating to this Bond shall be referred to the Sole Arbitrator appointed by the Company. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and statutory modification thereof and rules made there under. The award of arbitrator shall be final and binding on both the parties. The seat of the Arbitration shall be in Delhi only.”

7. With the consent of the parties, matter is referred to Delhi International Arbitration Centre (DIAC) for appointment of sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held as per the Rules and procedure of DIAC and under its aegis. Fee of the learned Arbitrator shall be in accordance with DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

8. The learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering into reference. It is made clear that all rights and contentions of the parties in relation to the merits of their claims/counter claims are left open for adjudication by the learned arbitrator and that this Court has not expressed any opinion on the merits of the case.

9. Petition stands disposed of in the aforesaid terms.

10. Copy of this order be sent to DIAC for information and compliance.

JYOTI SINGH, J

MARCH 26, 2025

B.S. Rohella/shivam