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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1896/2025

SANJEEV KUMAR

.....Petitioner

Through: Adv. Ayushma Awasthi, Adv.
Akshay Goel, Adv. Binwant Singh

versus

M/S BETTER COTTON INITIATIVE

.....Respondent

Through: Mr. Akash Deep Gupta, Mr. Kushal
Kumar, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

19.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("*the Act*") seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that petitioner applied for the position finance and operation manager and was appointed at the said position with the respondent. In the furtherance of the same an Employment Agreement dated 01.12.2022 was executed between the parties.
3. The said Agreement contained an arbitration clause being Clause No. 16.11 which reads as under:

"16.11. Dispute Resolution

*Any dispute, controversy or claim arising out of, relating to,
or in connection with this Agreement, or the breach,*



termination or validity hereof, shall be finally settled exclusively by arbitration in India in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitral panel shall consist of a sole arbitrator to be appointed by the Organization. The arbitral award shall be final and binding on the parties. The venue of the arbitration shall be New Delhi. The language of the arbitration shall be English.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 11.09.2025 and thereafter filed the present petition.
5. Mr. Gupta, learned counsel appears on behalf of the respondent and has no objection to appointment of the arbitrator as long as all rights and counter-claims of the respondent are left open.
6. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Naveen Gupta (Advocate) (Mob. No.9312248478) 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’).



- 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.
8. The present petition is disposed of in the aforesaid terms.

DECEMBER 19, 2025 / (MS)

JASMEET SINGH, J