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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 2050/2024**

AAKASH EDUCATIONAL SERVICES LIMITED.....Petitioner

Through: Mr. Pranav Proothi, Ms. Manasi
Chatpaliwar, Mr. Anshveer Singh
Nalwa, Advs.

versus

MADAN CHAUDHARY

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.03.2025

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1. This is a petition filed u/s 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator in terms of Clause 54 of the Service Rules Manual for Faculty Members executed between the petitioner and the respondent.
2. The petitioner runs coaching institute under the name and style of Aakash Institute/Aakash IIT-JEE/ Foundations preparing students for competitive examinations. The respondent was an employee of the petitioner at a position of Senior Professor Grade VI-A in Mathematics Department on 23.01.2015 and was given exposure to subject expertise, management techniques, systems, processes and procedures of the petitioner which are stated to be unique.
3. The terms and conditions of his employment were mentioned in the Service Rules Manual which is duly signed by the respondent on every page. The same contained arbitration clause being Clause 54 which reads as under:

“54. In case of any dispute or difference between you and the



company regarding payment or non payment of any claim(s), tenure of services, transfer of employees, termination of services, compensation and any other dispute arising out or relating to the contract whether arising during the services or thereafter shall be referred to sole arbitrator appointed by the chairman of M/ s. Aakash Educational Services Pvt. Ltd.

If the arbitrator to whom the matter is originally referred becomes de jure or defacto, unable to perform his duties or refused to act for any reason whatsoever the chairman ABSPL as aforesaid at the time of such inability to act shall appoint any other person to act as an arbitrator in accordance with the term and conditions of the agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor, if both the parties consent to this effect, failing which the Arbitrator will be entitled to proceed denovo.

The proceedings shall be conducted at New Delhi subject to the provisions of Arbitration & Conciliation Act 1996 and the courts at Delhi only shall have the jurisdiction over the matter.”

4. The terms of the employment of respondent was extended from time to time and lastly extended on 11.02.2021 for a period of 2 years till 10.02.2023. Hence, his sudden resignation on 05.06.2022 is violative of the last appointment letter as well as Service Rules Manual.
5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 26.10.2024 and thereafter the present petition has been filed.
6. Despite service, there is nobody appearing for and on behalf of the



respondent.

7. I am satisfied that there are disputes pending between the parties. For the said reasons, the petition is allowed with the following terms and conditions:

- i) Mr. Dhruv Tamta (Advocate) (Mob. No. 9899989917) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis 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.

JASMEET SINGH, J

MARCH 26, 2025/DM

Click here to check corrigendum, if any