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

+ **ARB.P. 2057/2024**

**AAKASH EDUCATIONAL SERVICES LIMITED.....Petitioner**

Through: Ms. Manasi Chatpalliwar and Mr.  
Pranav Proothi, Advs.

versus

**MOHIT SONI**

**.....Respondent**

Through: Mr. Kumar Prashant, Mr. Avnish  
Dave, Ms. Mansi Joshi, Advs

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**20.08.2025**

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The petitioner company is involved in imparting supreme quality training and assistance to the students, preparing for competitive examinations, through its institutes under the name and style of Aakash institute/Aakash IIT-JEE foundations with around 250+ branches/classroom centres.
3. The respondent was employed as an Assistant Professor Grade-1 in the Chemistry department vide appointment letter dated 17.07.2015 and according to the petitioner was given exposure to subject expertise, key management techniques, systems and procedures and other high quality study materials of the petitioner.



4. Along with the appointment letter, the respondent also signed Service Rules Manual for faculty members on 17.07.2015 containing arbitration clause being Clause 58 which reads as under:

*“Clause 58: 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. This clause has been duly read by me and accepted without any objection or disapproval.*

*If the arbitrator to whom the matter is originally referred becomes de jure or de facto, unable to perform his duties or refused to act for any reason whatsoever the chairman AESPL 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 de novo.*

*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.”*

5. Since the respondent resigned, the petitioner invoked arbitration vide legal notice dated 26.10.2024 and thereafter filed the present petition.

6. The mediation has failed and no reply has been filed.



7. I am satisfied that there is a valid arbitration Agreement and there are disputes between the parties, which need to be settled through arbitration mechanism.

8. The Arbitrator shall enter reference after 4 weeks from today to enable the parties to arrive at a settlement, if any.

9. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Ms. Meghna (Advocate) (Mob. No. 9871236666) 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.

**JASMEET SINGH, J**

**AUGUST 20, 2025/DM**