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

+ **ARB.P. 2054/2025**

SAMARJIT SINHA

.....Petitioner

Through: Mr. M. Poudiwwibou, Advocate

versus

KISAAN INFOTECH LIMITED & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

10.12.2025

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1. The present Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, by the Petitioner seeking appointment of a Sole Arbitrator to adjudicate upon the disputes between the parties under the Employment Agreement dated 22.09.2023.

2. It is the case of the Petitioner that he was appointed as a Director in Kisaan Infotech Limited/Respondent No.1. It is stated that the Respondent No.1 has defaulted in payment of salary to the Petitioner from 01/01/2024 to 31/03/2024. He has also not been given reimbursement towards out of pocket expenses incurred for official work; and damages towards loss of salary due to non-compliance with the investment term sheet. Despite repeated reminders, the grievances of the Petitioner have not been addressed.

3. A Notice under Section 21 of the Arbitration and Conciliation Act, 1996, was sent to the Respondents on 24.01.2025 invoking arbitration under clause 11 of the said Agreement., which has not been replied to by the



Respondents. Paragraph 11 of the Notice under Section 21 dated 24.01.2025 reads as under:-

“In view of your failure to respond to our previous notice dated 10.09.2024, we are now compelled to refer this dispute to arbitration. The issues of non-payment of salary, non-reimbursement of expenses, and damages for the loss of opportunity and reputation remain unresolved, and thus require formal arbitration proceedings to be initiated for their resolution.

We hereby notify you that My Client is referring this dispute to arbitration and requests that you respond to this notice and the issues raised therein within 10 (ten) days from the receipt of this letter.”

4. It is the case of the Petitioner that the present Petition has been filed by invoking the principle of *sub-silentio* under Section 7(4)(c) stating that since there is no reply to said notice, the Respondents have accepted that there is an Arbitration Clause and therefore, the disputes can be adjudicated through arbitration. The Apex Court has laid down the law on *sub-silentio* in **2001 (3) SCC 537 [Put judgment name]**. The relevant extract is as follows: **[para 10-13]**.

5. It is clear from the perusal of the Apex Court judgment that the argument of the Petitioner does not hold ground as the interpretation of the Petitioner with regards to *sub-silentio* is flawed.

6. The material on record reveals that there is no arbitration clause in the Employment Agreement dated 22.09.2023. Further, the Respondents did not provide their consent to refer the dispute through arbitration.

7. In view of the absence of any of the ingredients under Section 7(4) of the Arbitration and Conciliation Act, this Court is not inclined to infer an



Arbitration Clause on the basis of the submissions of the Petitioners and consequentially declines to refer the disputes to arbitration.

8. The present Petition is disposed of, as dismissed.

SUBRAMONIUM PRASAD, J

DECEMBER 10, 2025

Prateek