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

+ **ARB.P. 1807/2025**

ROHIT BATRA

....Petitioner

Through: Ms. Priya Puri, Ms. Pinki Aggarwal,
Advs.

versus

L.M ENERGY SOFTWARE PVT. LTD. & ANR.Respondents

Through: Mr. Pranav Sarthi, Mr. Ayush Raj,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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20.11.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the petitioner was appointed in the Sales Department as Head of Sales in the respondent No. 1 company vide Employment Service Agreement dated 20.02.2018.
3. The said Employment Service Agreement contains an arbitration clause being Clause No. 11:

“11. Dispute Resolution: Any dispute relating to this agreement shall be decided by mutual negotiation, in case of failure of negotiation it shall be decided by Arbitration as per the Arbitration and Conciliation Act. Company shall appoint one arbitrator. The award of the arbitrator shall be final and binding on both the parties.”

4. The petitioner tendered his resignation and filed a suit seeking



recovery of the outstanding dues which was disposed of on 09.01.2023 due to the arbitration clause between the parties.

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 27.02.2023 and filed the present petition.

6. Mr. Raj, learned counsel for the respondents, states that the respondents are desirous of settling the matter through mediation.

7. Ms. Puri, learned counsel for the petitioner, states that she has no objection to the same.

8. I am satisfied that there is a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.

9. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Kamal Katyan, (Advocate) Mob. No. 9999956333 and 9810457397 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.

10. The parties shall appear before the Delhi High Court Mediation and Conciliation Centre on 05.12.2025 at 04:30 pm and will try and resolve their disputes through mediation.

11. In case the matter is not settled, the Arbitrator shall enter reference after four months from today.

12. The petition is disposed of accordingly.

NOVEMBER 20, 2025/JYH

JASMEET SINGH, J