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

+ **ARB.P. 707/2026**

MR RAJARSHI GUHA

.....Petitioner

Through: Mr. Saurabh Seth with Mr. Shantanu Agarwal, Mr. Manas Arora, Ms. Allaka M., Mr. Raghav Thareja, Ms. Neelampreet Deol, Mr. Kabir Dev and Mr. Abhiroop Rathore, Advocates.
(M): 9997024365
Email: office@lexseelaw.com

versus

ZOPPER INSURANCE BROKERS PRIVATE LIMITED

.....Respondent

Through: Mr. Ritam Dutta with Ms. Shivratri, Advocates.

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

ORDER
29.05.2026

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This Case is being taken up today as 28th May, 2026 was declared as a holiday on account of 'Id-ul-Zuha (Bakrid)'.

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties, arising out of the Employment Agreement dated 09th August, 2021.
2. A reply is stated to have been filed on behalf of the respondent on 26th May, 2026.
3. Though the reply filed on behalf of the respondent is not on record,



learned counsel appearing for the petitioner has handed over a copy of the said reply to this Court today, and the same is taken on record.

4. Learned counsel for the petitioner submits that the petitioner was employed by the respondent, and was last designated as Director – Alliances and Partner in the respondent company. Subsequent to tendering his resignation on 04th June, 2025, and upon cessation of his employment, the respondent became contractually bound to release the petitioner's full and final settlement dues (“**dues**”) amounting to Rs. 15,70,000/- along with interest.

5. He submits that despite repeated communications with the respondent in relation to the aforesaid dues, the same remain uncleared. Instead, the respondent issued a Demand and Legal Notice dated 20th November, 2025, *inter alia*, alleging losses and breach of contractual obligations, and demanding Rs. 9,90,00,000/- from the petitioner thereto. Thus, it is the case of the petitioner that disputes have arisen between the parties.

6. Learned counsel for the petitioner submits that there exists an Arbitration Agreement between the parties, in terms of Clause 19.2 in the Employment Agreement, as per which, disputes between the parties are to be resolved by way of arbitration.

7. He further submits that *vide* Letter dated 09th February, 2026, the petitioner replied to the aforementioned Demand and Legal Notice sent by the respondent, and also invoked the Arbitration Clause, i.e., Clause 19.2 in the Employment Agreement, in terms of Section 21 of the Arbitration Act. However, no response to the said Letter has been received by the petitioner, till date.

8. This Court takes note of the reply to the present petition filed on behalf of the respondent, wherein, the respondent has not disputed the said



Arbitration Clause, i.e., Clause 19.2 of the Employment Agreement. Rather, the respondent has only raised the objection that the Arbitration Clause does not permit any unilateral appointment by the petitioner, and that the respondent is not bound by any name proposed by the petitioner as Arbitrator. Further, the respondent has prayed to appoint an independent and impartial Arbitrator.

9. This Court takes note of the Arbitration Clause, i.e., Clause 19.2 of the Employment Agreement, which is reproduced as under:

“xxx xxx xxx

- 19.2 **Dispute Resolution:** In the event of any difference or dispute, controversy or claim arising between the Parties arising out of or in connection to any matter connected with this Employment Agreement, including the interpretation of any of the breach, termination or invalidity thereof (hereinafter referred to as the “**Dispute**”), shall be settled amicably by the Parties by using all reasonable endeavours to negotiate with a view to resolving the Dispute. The parties shall settle mutually by means of transparent and open oral discussion, within themselves at good will of business.
- (a) In the event the Parties are unable to resolve the Dispute amicably, in that event, either Party may give to the other Party a notice that a Dispute has arisen (“hereinafter referred to as the “**Dispute Notice**”). If the Parties are unable to resolve the Dispute amicably even after the expiry of 30 (thirty) days of negotiations, the service of the Dispute Notice or such longer period as the Parties may mutually agree, the Parties shall be free to opt for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 as per the terms and conditions of this Employment Agreement.
 - (b) The arbitral panel shall consist of a sole arbitrator, an Arbitrator to be appointed by the Parties mutually in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Any arbitral award issued by such sole arbitrator shall be final and binding on the Parties. It is agreed and understood that the venue of the arbitration shall be a mutually decided location in New Delhi and the language of the arbitration shall be English. The Procedural Rules opted by the Parties will be the London Court of International Arbitration (LCIA) India Rules.
 - (c) It is mutually agreed by the parties to this Employment Agreement, subject to the provisions of the Arbitration Act 1996, that the decision of the Arbitrator shall be final and binding on the Parties. The Arbitration proceedings shall be held in New Delhi in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. It is clarified that any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in New Delhi.
 - (d) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the courts in New Delhi. Judgment upon any arbitral award rendered hereunder may be entered in the courts of New Delhi only, or application may be made to courts only in New Delhi for a judicial acceptance of the award and an order of enforcement, as the case may be.

xxx xxx xxx”

10. Perusal of the aforesaid Arbitration Clause shows that there exists a



valid Arbitration Agreement between the parties, by way of which, the disputes between the parties are to be resolved through arbitration. Further, the venue of arbitration shall be in Delhi.

11. The Arbitration Clause also states that the procedure opted by the parties under arbitration proceedings shall be governed by the London Court of International Arbitration India Rules (“LCIA India Rules”). However, this Court notes that *vide* order dated 20th April 2026, learned counsel appearing for the petitioner had submitted that since LCIA India Rules have become inoperative after the closure of the LCIA Centre in India, arbitration can be held as per the Arbitration Act, in the following manner:

“xxx xxx xxx

3. *Attention of this Court has been drawn to the said Clause 19.2 in the Employment Agreement. By referring to the aforesaid Clause, learned counsel appearing for the petitioner submits that though the said Clause provides that the arbitration shall be held under the London Court of International Arbitration India Rules (“LCIA India Rules”), however, the LCIA Centre in India has already closed.*

4. *He, thus, submits that the LCIA India Rules have become inoperative after the closure of the LCIA Centre in India.*

5. *He, thus, submits that arbitration can be held as per the Arbitration Act.*

Xxx xxx xxx”

12. Accordingly, considering the submissions made before this Court, this Court is of the view that there is no impediment in appointment of an Arbitrator, and the Arbitration Act shall be duly applicable to such arbitration proceedings.

13. At this stage, learned counsel appearing for the petitioner has handed over to this Court an order dated 22nd May, 2026 passed in *ARB. P. 691/2026*, titled as ***Aparajit Bhattacharya Versus Zopper Insurance Brokers Private Limited***, to submit that the same arbitrator be appointed, as the disputes in the two matters are similar.



14. *Per contra*, learned counsel appearing for the respondent, who has joined the Court proceedings through Video Conferencing (“VC”) during the course of the present proceedings, submits that the respondent does not dispute the Arbitration Clause and does not oppose appointment of an Arbitrator by this Court. However, he submits that an independent Arbitrator be appointed. He further submits that the disputes in the *ARB. P. 691/2026* as relied upon by the petitioner are separate from the present matter, and that some other arbitrator be appointed.

15. This Court further records the statement made by learned counsel appearing for the petitioner that they have an approximate claim of Rs. 15,70,000/-.

16. Learned counsel for the petitioner further submits that the arbitration be held under the aegis of Delhi International Arbitration Centre (“DIAC”).

17. Accordingly, the following directions are issued:

- i) Mr. Devendra Kumar, Advocate, (M: +91 7289854802), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- 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 Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator’s appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- v) It shall be open to both the parties to raise their claims/counter-claims, in arbitration proceedings.
- vi) 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.

vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.

18. Accordingly, the present petition is disposed of in the aforesaid terms.

19. The Registry is directed to send a copy of this order to the Secretary, DIAC, as well as the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MAY 29, 2026

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