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

+ **ARB.P. 771/2026**

**MR NEERAJ GUPTA**

.....Petitioner

Through: **Mr. Akash Gupta, Advocate (through VC)**

versus

**M/S FIITJEE LIMITED THROUGH ITS FOUNDER CHAIRMAN**

.....Respondent

Through: **Mr. Sudhir Kathpalia, Advocate (through VC)**

**CORAM:**

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

**ORDER**

**22.05.2026**

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of an Arbitrator to adjudicate the disputes between the parties, arising out of Service Rules for the Employees of M/s FITJEE Limited dated 16<sup>th</sup> November, 2012 ("Service Rules"), executed between the parties on 18<sup>th</sup> November, 2012.

2. As per the facts on record, the petitioner was appointed at the post of "Professor A-2", in the respondent coaching institution, *vide* Appointment Letter dated 16<sup>th</sup> November, 2012.

3. During the course of the petitioner's employment with the respondent, the petitioner had raised certain issues with regards to facing harassment in the respondent institute, towards which the petitioner had sent several emails to the respondent.



4. Pursuant to the same, the petitioner had served his Resignation dated 27<sup>th</sup> November, 2018, to the respondent and served his notice period towards the same.

5. It is noted that disputes arose between the parties as the petitioner stopped receiving his salary slips from the respondent from November, 2018, without any notice or reason. Further, the respondent failed to deposit the contribution to the Employees Provident Fund (“EPF”) of the petitioner, and therefore, breached the terms of the Service Rules, by not clearing the petitioner’s dues.

6. On account of the non-payment of dues, the petitioner was constrained to issue Notice dated 12<sup>th</sup> February, 2024, under Section 21 of the Arbitration Act, invoking Arbitration as per the Service Rules. Further, the said Notice was duly served upon the respondent, however, despite the same, no reply was filed by the respondent.

7. At this stage, attention of this Court is brought to the Arbitration Clause, i.e., Clause 36 of the Service Rules, which is reproduced as under:

36. (a) All disputes and differences of any nature with regard to the FIITJEE service manual and the interpretation & adjudication of clauses and claims respectively shall be referred to the Sole Arbitrator appointed by the Company i.e. FIITJEE Ltd. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and statutory modification thereof & rules made thereunder. The award of arbitrator shall be final & binding on both the parties. The award of the arbitrator shall be final & binding on every matter arising hereunder. It is further agreed that in spite of the fact that the Sole Arbitrator may be known to any of the Directors or share holders and that he may have been dealing with the Company or had occasion to deal with any matter of this agreement shall not disqualify him. Even if the Arbitrator may have expressed opinion in similar matter earlier shall also not render him disqualified. The venue of the arbitration shall be Delhi/New Delhi only.



(b) Subject to 36 (a) hereinabove, the exclusive jurisdiction in the matter shall vest in Delhi/New Delhi Courts.

8. Perusal of the aforesaid Arbitration Clause shows that there exists a valid Arbitration Agreement between the parties, whereby, any dispute between the parties shall be resolved by way of Arbitration. Further, the venue of the arbitration is at New Delhi, and the Courts of New Delhi have exclusive jurisdiction for all disputes between the parties.

9. Learned counsel appearing for the respondent puts in appearance today, and submits that he has no objection to appointment of an Arbitrator.

10. This Court records the statement of learned counsel appearing for the petitioner that the petitioner has claim of approximately Rs.48,72,291/- (Rupees Forty-Eight Lacs Seventy-Two Thousand Two Hundred Ninety-One Only).

11. Thus, in view of the existence of a valid Arbitration Agreement between the parties, as well as the disputes that have arisen between the parties, this Court is of the considered opinion that there is no impediment in appointment of an Arbitrator.

12. Accordingly, with the consent of the parties, the following directions are issued:

- i. Ms. Priti Verma, Advocate, (Mob. No.: +91-7838581994) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The 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 there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

- iv. It shall be open to the respondent to raise counter-claims, if any, in the arbitration proceedings.
  - v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
  - vi. The parties shall approach the Arbitrator within two (2) weeks from today.
13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.
14. The present petition is disposed of in the aforesaid terms.
15. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

**MINI PUSHKARNA, J**

**MAY 22, 2026/SK**