



2025:DHC:4085



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 439/2025 & I.A. 6158/2025**

Date of Decision: **09.05.2025**

IN THE MATTER OF:

VIKRAM SINGH

.....Petitioner

Through: Mr. Kumar Prashant, Adv.

versus

FIITJEE LTD AND ANR

.....Respondents

Through: Ms. Disha Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. Learned counsel for the petitioner submits that the Service Manual/Rules governing the petitioner's employment have not been produced by the respondents before this Court. It is further submitted that even during the course of his employment, the same were not supplied to the petitioner.
2. Learned counsel for the respondents, on instructions, submits that the petitioner's services were governed by a similar set of rules as those placed on record in ARB.P. 438/2025, which has been disposed of by a separate order.
3. The aforesaid statement is taken on record.
4. Upon perusal of the facts, it is seen that the petitioner resigned from



the respondent establishment after serving for more than six years. He claims certain dues from the respondents. It has been stated by learned counsel for the respondents that an arbitration clause exists, specifically Clause 36(a) of the Service Rules for the Employees of FIITJEE Ltd., which reads as follows:

“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 employee hereby agrees to the appointment of the Sole Arbitrator by the company i.e. FIITJEE Ltd. whenever any dispute arises. The employee undertakes not to oppose the said appointment of the Sole Arbitrator. 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 or may have been appointed as an arbitrator earlier by the company 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.”

5. In view of the aforesaid reserving all rights and contentions, the Court deems it appropriate to appoint the Arbitrator.
6. Accordingly, Mr. Varun Mohan (Mobile No.- +91 9643728966 and email ID-varun_mohan@outlook.com) is appointed as the sole Arbitrator.
7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
8. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.
9. The Registry is directed to send a receipt of this order to the learned



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arbitrator through all permissible modes, including through e-mail.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let the copy of the said order be sent to the appointed Arbitrator through the electronic mode as well.

12. Accordingly, the instant petition along with pending application stands disposed of.

PURUSHAINDR KUMAR KAURAV, J

MAY 09, 2025/p/sph