IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION APPLICATION NO.348 OF 2026

Ajay Vijay Vishwakarma ... Applicant

Vs.

Hallinurton India Operations Pvt. Ltd. ... Respondent

SAYALI DEEPAK UPASANI

Digitally signed by SAYALI DEEPAK UPASANI
Date: 2026.09.21 11:39:31 +0530

Mr. Vikram Garewal with Mr. Kiran Mohite, and Ms. Deepika Mule for the Applicant.

Mr. Ativ Patel with Mr. Harshad R. Vyas i/by AVP Partners, for the Respondent.

CORAM : AMIT BORKAR, J.

RESERVED ON : SEPTEMBER 17, 2026.

PRONOUNCED ON : SEPTEMBER 21, 2026

JUDGMENT:

1. This Application is filed by the Applicants seeking appointment of an Arbitrator for deciding the disputes and differences which have arisen under the Arbitration Agreement dated 18 March 2019. The Application is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). The Applicants seek appointment of a Sole Arbitrator by this Court on the ground that the Respondent has failed to take the required steps and has refused to agree for appointment of a Sole Arbitrator in the manner stated hereafter.

2. The Applicant was working as an employee with the Respondent company. The Applicant had joined the Respondent's group company, Halliburton Offshore Services Inc. ("HOSI"), on 11 April 2011. Thereafter, his services were transferred from HOSI to the Respondent company, Halliburton India Operations Pvt. Ltd. ("HIOPL"), with effect from 1 February 2020. According to the Applicant, the Transfer Letter and the email dated 5 March 2020 clearly stated that the terms and conditions of his employment would be governed by the Appointment Letter dated 18 March 2019. The said Appointment Letter contains an arbitration clause. In April 2025, the Applicant was required to approach the Human Resources Department in relation to disciplinary action against his subordinate, Ms. Nikshita Neelakshi Barthakur, on account of alleged performance issues and misconduct.

3. Thereafter, on 10 June 2025, the Applicant again reported to the Human Resources Department regarding the alleged unhealthy atmosphere at the workplace and threats which, according to him, were being given by the said subordinate. In response to the disciplinary action, Ms. Nikshita Neelakshi Barthakur resigned by email dated 18 June 2025. Her resignation was accepted by the Applicant. According to the Applicant, instead of considering his complaints, the Respondent took a retaliatory step and started an investigation against him on the basis of a complaint allegedly made by the said subordinate and her associates. By email dated 30 June 2025, the Respondent placed the Applicant on leave by describing the same as a "neutral administrative procedure" and "not a disciplinary action".

4. The Applicant states that, to his shock, he was informed about his termination with immediate effect during a WhatsApp conference call held on 28 July 2025. The reason stated for such termination was "violation of Company Policy/Ruler (COBC & including Harassment)". Thereafter, by letter dated 14 August 2025, the Applicant requested the Respondent to reconsider its decision and to correct the alleged injustice caused to him by his wrongful termination. He requested the Respondent to resolve the dispute amicably. However, by the Advocate's letter dated 11 September 2025, the Respondent refused to reconsider the termination decision and refused the claims made by the Applicant in his earlier letter.

5. The Applicant, by his letter dated 22 September 2025, denied each and every allegation, statement, submission and contention made by the Respondent in its letter. According to the Applicant, considering the circumstances, the alleged illegal termination and the refusal of the Respondent to settle the dispute, he had no other option but to invoke the arbitration clause stated to be Clause 34 of the Appointment Letter dated 4 April 2022. The Applicant sent various emails requesting the Respondent to provide the arbitration agreement and other relevant documents. However, according to the Applicant, the Respondent has not supplied those documents till date.

6. Thereafter, through his Advocate, the Applicant issued a corrigendum dated 21 November 2025 correcting the mistake committed by him. According to the Applicant, except for the mistake regarding the date of the appointment agreement, the

contents of the earlier letters were not withdrawn. The Respondent has not replied to those letters till date. The Applicant had earlier filed Arbitration Application No. 8 of 2026, which was subsequently withdrawn with liberty to file a fresh application. It is in these circumstances that the present Arbitration Application has been filed.

7. Mr. Garewal, learned Advocate appearing for the Applicant, submitted that the Applicant's services were transferred from HOSI to the Respondent company, Halliburton India Operations Pvt. Ltd. ("HIOPL"), with effect from 1 February 2020. He submitted that the Transfer Letter dated 1 February 2020 and the email dated 5 March 2020 clearly stated that the terms and conditions of the Applicant's employment would be governed by the Appointment Letter dated 18 March 2019, which contains an arbitration clause. He submitted that even in the reply dated 11 September 2025, the Respondent, through its Advocate, had stated that the Applicant's employment with the Respondent was "governed strictly in accordance with the terms of the appointment letter dated 18 March 2019". According to the Applicant the Appointment Letter dated 18 March 2019 is a valid, existing and binding contract between the parties. The Applicant submitted that after his transfer, his salary was being paid by the Respondent company and he had no concern with HOSI. According to him, only the terms and conditions of his employment were governed by the Appointment Letter dated 18 March 2019.

8. He drew my attention to the notice issued by the Respondent to the Advocate for the Applicant. He submitted that paragraph 3

of the said notice states that the service conditions of the Applicant are governed by the terms of the appointment letter dated 18 March 2019. He pointed out that, in the last paragraph of the notice, it is stated that if the Applicant chooses to invoke the arbitration clause, the Respondent would take the necessary action before the Arbitral Tribunal. He submitted that although the initial notice invoking arbitration mentioned Clause 34 of the appointment agreement dated 24 April 2022, the Applicant subsequently realised the mistake and issued a corrigendum. By the corrigendum, it was clarified that the appointment agreement had been wrongly mentioned as being dated 4 April 2022, whereas the correct appointment agreement governing the Applicant's employment and containing the arbitration clause was dated 18 March 2019. He therefore submitted that the Applicant has made out a case for appointment of an Arbitrator.

9. Per contra, Mr. Ativ Patel, learned Advocate appearing for the Respondent, drew my attention to the agreement dated 18 March 2019 and submitted that the said agreement was admittedly entered into with a foreign entity of the Respondent and not with the Respondent. According to him, the Respondent is the Indian entity and there is no agreement between the Applicant and the Respondent containing an arbitration clause. He drew my attention to paragraph 14 of the Petition and submitted that the earlier invocation of arbitration was for appointment of an Arbitrator in relation to the agreement dated 4 April 2022. He submitted that thereafter the Applicant filed Arbitration Application No. 8 of 2026. However, since the Applicant did not

have the Transfer Letter, he relied upon a sample agreement containing an arbitration clause. The Applicant thereafter withdrew Arbitration Application No. 8 of 2026 with liberty to file a fresh application. Mr. Patel therefore submitted that, in the absence of any arbitration agreement between the Applicant and the Respondent, no Arbitrator can be appointed, since there is no arbitration clause binding the parties.

REASONS AND FINDINGS:

10. I have considered the submissions made by Mr. Garewal, learned Advocate for the Applicant, and Mr. Ativ Patel, learned Advocate for the Respondent.

11. The first question which is required to be considered is whether, at least prima facie, there is an arbitration agreement between the Applicant and the Respondent. The main submission of the Respondent is that the Appointment Letter dated 18 March 2019 was issued by Halliburton Offshore Services Inc. and not by the Respondent, namely Halliburton India Operations Pvt. Ltd. According to the Respondent the arbitration clause contained in that Appointment Letter cannot be made applicable against the Respondent.

12. There is no dispute that the Appointment Letter dated 18 March 2019 was issued to the Applicant by Halliburton Offshore Services Inc. The Applicant was appointed as Manager, Real Estate Services under the said letter. The said Appointment Letter contains various terms and conditions concerning the Applicant's employment. Clause 37 of the Appointment Letter contains an

arbitration agreement. It provides that disputes between the parties arising out of or relating to the agreement or its breach would be decided by arbitration. It provides that the arbitration would be governed by the Arbitration and Conciliation Act, 1996 and the place of arbitration would be Mumbai, India. It provides for appointment of three arbitrators.

13. Therefore, as far as the Appointment Letter dated 18 March 2019 is concerned, there is no difficulty in finding that it contains an arbitration agreement. The question which is required to be considered is whether, after the Applicant's employment was transferred from Halliburton Offshore Services Inc. to the Respondent, the Respondent became bound by the arbitration agreement contained in the said Appointment Letter. In this connection, the Transfer of Employment dated 1 February 2020 becomes important. The said document is issued on the letterhead of Halliburton India Operations Private Limited. It records that the Applicant's employment with HOSI was terminated with effect from 31 January 2020 and, at the same time, HIOPL offered employment to the Applicant with effect from 1 February 2020. It records that there would be no period of unemployment and, importantly, that the employment offered by HIOPL was “on terms and conditions not less favorable to those applicable to you in your employment with HOSI”. It is stated that the Applicant would receive the “same salary and service related benefits”. The Applicant has signed the said document.

14. Therefore, to this limited extent, the submission of the Respondent that the original Appointment Letter dated 18 March

2019 was between the Applicant and HOSI is correct. However, that fact does not finish the matter. It is necessary to see whether the terms of the said Appointment Letter were continued and accepted by the Respondent when the Applicant joined the Respondent from 1 February 2020.

15. On this issue, there is material placed by the Respondent which is important. The reply dated 11 September 2025 issued through the Respondent's Advocate states in paragraph 3:

> "Your Client was originally employed by Halliburton Offshore Services Inc., a company within the Halliburton group and was subsequently his services were transferred on 01.02.2020 to our Client and your Client's employment with our Client is governed strictly in accordance with the terms of the appointment letter dated 18.03.2019."

16. This is not a statement made by the Applicant. It is a statement made on behalf of the Respondent. The Respondent has stated that after the transfer on 1 February 2020, the Applicant's employment with the Respondent was "governed strictly in accordance with the terms of the appointment letter dated 18.03.2019". This reply is part of the material before the Court. The words used by the Respondent in its own letter are therefore important. The Respondent has not stated that only the salary or only the service benefits under the Appointment Letter were continued. What it has stated is that the Applicant's employment with the Respondent was governed "strictly in accordance with the terms of the appointment letter dated 18.03.2019". The Appointment Letter contains various conditions of employment. It contains Clause 37 relating to arbitration.

17. It is true that the Respondent now submits that there was no arbitration agreement between the Applicant and the Respondent. But this submission has to be considered along with the Respondent's own statement dated 11 September 2025. At this stage, the statement made by the Respondent that the Applicant's employment with it was governed strictly by the terms of the Appointment Letter dated 18 March 2019 cannot simply be ignored. At this stage, the Court is not required to decide whether the Applicant will succeed in all his claims before the Arbitral Tribunal. The present proceedings are under Section 11 of the Arbitration and Conciliation Act. The question which is required to be considered at this stage is whether there is, prima facie, an arbitration agreement between the parties.

18. The judgment of the Supreme Court in *Glencore International AG v. Shree Ganesh Metals and Another, 2*025 SCC OnLine SC 1815 is relevant for considering the principle which is required to be applied. In paragraph 19, the Supreme Court considered a case where one party had not signed the contract containing the arbitration clause. The Supreme Court held:

> "19. We are of the considered opinion that it was not necessary for the appellant to fall back upon the contract of 2012 in the light of the admitted facts that demonstrated, in no uncertain terms, that the parties duly accepted and acted upon Contract No. 061-16-12115-S dated 11.03.2016. There is no denying the legal proposition that an arbitration agreement can be inferred even from an exchange of letters, including communication through electronic means, which provide a record of the agreement. The mere fact that Contract No. 061-16-12115-S was not signed by respondent

> No. 1 would not obviate from this principle when the conduct of the parties inance of the said contract, clearly manifested respondent No. 1's acceptance of the terms and conditions contained therein, which would include the arbitration agreement in clause 32.2 thereof."

19. From the above observation, the principle which appears is that the Court has to look at the substance of the matter and the documents and conduct of the parties. Merely because a particular document containing the arbitration clause has not been signed, it does not in every case mean that there is no arbitration agreement. The existence of the agreement can be gathered from the correspondence and conduct of the parties, where the material shows that the concerned terms were accepted.

20. The facts which were considered by the Supreme Court in *Glencore International AG* are useful for considering this issue. The Supreme Court did not look at only one document separately. It considered the dealings between the parties as a whole. The contract was acted upon. Goods were supplied. Invoices were raised referring to the contract. Letters of Credit were furnished with reference to the same contract. On considering all these facts together, the Supreme Court found that the contract, including the arbitration clause contained in it, had been accepted by the parties. In paragraph 21 of the said judgment, the Supreme Court observed:

> "21. The feeble plea of respondent No. 1 that this contract number was referred to in the context of the earlier email correspondence does not merit consideration as that contract number came into existence only after the exchange of email

correspondence on 10.03.2016 and 11.03.2016. It is significant to note that even in the course of this email correspondence, respondent No. 1 indicated its concurrence with the terms and conditions proposed by the appellant in its email dated 10.03.2016 by way of its reply email dated 11.03.2016, wherein it suggested only one modification, i.e., with regard to the provisional price being on the basis of the average of the last 5 LME days instead of the last 10 LME days, as proposed by the appellant. It was pursuant to such confirmation by respondent No. 1 that the appellant thanked it for the business confirmation and promised to revert with the contract and proforma. Admittedly, Contract No. 061-16-12115-S, signed by the appellant, reflected the modified provisional pricing, as requested by respondent No. 1, and stated that the provisional price would be the average of the last 5 LME days., pursuant to the said contract, respondent No. 1 furnished two Standby Letters of Credit and thereafter lifted 2,000 Metric Tons of zinc metal. Such actions on its part clearly demonstrated due and complete acceptance of the said contract. Therefore, it cannot blithely bank upon its own failure to sign the said contract to wriggle out of the terms and conditions mentioned therein."

21. The facts in *Glencore International AG* and the facts of the present case are not exactly similar. In that case, the Supreme Court considered the conduct of the parties after the correspondence and the performance of the contract. In the present case, the Applicant relies upon the actual Transfer of Employment and, more importantly, upon the later written statement made by the Respondent that the Applicant's employment with the Respondent was governed by the Appointment Letter dated 18 March 2019.

22. The Respondent has submitted that the Transfer Letter does not contain any arbitration clause. This submission cannot decide the issue. What is required to be seen is whether the Transfer Letter, when read along with the Appointment Letter and the later statement of the Respondent dated 11 September 2025, shows that the earlier terms of the Appointment Letter were accepted or continued by the Respondent.

23. The Transfer Letter records that the Applicant's employment with HOSI was terminated on 31 January 2020 and that HIOPL at the same time offered employment to him from 1 February 2020. It states that the terms and conditions of the new employment would be “not less favorable” than those applicable to the Applicant in his employment with HOSI. It states that the Applicant would receive the same salary and service related benefits. Therefore, the Transfer Letter cannot be understood as if the earlier employment and its terms had no connection with the new employment. The Transfer Letter refers to the terms and conditions of the earlier employment and states that the new employment would be on terms and conditions not less favourable. After this, the Respondent's letter dated 11 September 2025 states that the Applicant's employment with HIOPL was “governed strictly in accordance with the terms of the appointment letter dated 18.03.2019”.

24. There is one more aspect which is required to be seen. Clause 37 of the Appointment Letter is not a separate document which the Applicant is now trying to introduce for the first time. It forms part of the same Appointment Letter. According to the

Respondent's own written statement, the terms of that Appointment Letter governed the Applicant's employment with the Respondent. The arbitration clause is one of those terms. Therefore, when the Respondent states that the employment was "governed strictly" by that Appointment Letter, prima facie this would include the term contained in Clause 37.

25. The submission of Mr. Patel that the Appointment Letter was with a foreign entity is therefore not sufficient, at this stage, to reject the Application. The identity of the original employer is relevant. It cannot be ignored. But the Court has to see what happened thereafter. The Applicant was transferred to HIOPL. HIOPL issued the Transfer of Employment. The Applicant accepted the transfer. Thereafter, the Respondent stated that the Applicant's employment was governed by the Appointment Letter dated 18 March 2019. These documents have come from the parties themselves and therefore have to be considered.

26. The Respondent has relied upon the fact that, while invoking arbitration earlier, the Applicant referred to an appointment agreement dated 4 April 2022. According to the Respondent, this shows that even the Applicant was not clear about the document containing the arbitration clause. This submission has been considered. There was a mistake in the earlier invocation. The Applicant himself accepts that the date of the Appointment Letter was wrongly mentioned. Thereafter, the Applicant issued a corrigendum dated 21 November 2025. His case is that the mistake was only regarding the date and that the substance of the earlier letters was not withdrawn. Thereafter, Arbitration

Application No. 8 of 2026 was withdrawn with liberty to file a fresh application and the present Application was filed. This mistake cannot be treated as irrelevant. It does show that the Applicant had initially mentioned an incorrect date of the appointment agreement. But the question is whether such mistake in the date is sufficient to destroy the arbitration agreement which is otherwise relied upon. On the material before the Court, I do not find that the mistake has such effect.

27. The Applicant has produced the Appointment Letter dated 18 March 2019 containing Clause 37. He has produced the Transfer of Employment dated 1 February 2020 and the Respondent's own reply dated 11 September 2025, wherein it is expressly stated that the Applicant's employment with the Respondent was governed strictly by the Appointment Letter dated 18 March 2019. Therefore, the correct document is before the Court. The earlier wrong date cannot remove the arbitration clause contained in the Appointment Letter which the Respondent subsequently referred to as governing the Applicant's employment.

28. The Supreme Court in *Glencore International AG* considered the intention of the parties. In paragraph 27, after referring to *Govind Rubber Limited v. Louis Dreyfus Commodities Asia Private Limited*, the Supreme Court reproduced the following:

> "16. On reading the provisions it can safely be concluded that an arbitration agreement even though in writing need not be signed by the parties if the record of agreement is provided by exchange of letters, telex, telegrams or other means of telecommunication. Section 7(4)(c) provides that there can be an arbitration agreement in the exchange of

> statements of claims and defence in which the existence of the agreement is alleged by one party and not denied by the other. If it can be prima facie shown that the parties are at ad idem, then the mere fact of one party not signing the agreement cannot absolve him from the liability under the agreement. In the present day of e-commerce, in cases of internet purchases, tele purchases, ticket booking on internet and in standard forms of contract, terms and conditions are agreed upon. In such agreements, if the identity of the parties is established, and there is a record of agreement it becomes an arbitration agreement if there is an arbitration clause showing ad idem between the parties. Therefore, signature is not a formal requirement under Section 7(4)(b) or 7(4)(c) or under Section 7(5) of the Act.
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> ……..
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> 23. It is clear that for construing an arbitration agreement, the intention of the parties must be looked into. The materials on record which have been discussed hereinabove make it very clear that the appellant was prima facie acting pursuant to the sale contract issued by the respondent. So, it is not very material whether it was signed by the second respondent or not."

29. The above principle has to be applied carefully. It does not mean that merely because a person relies upon a document containing an arbitration clause, an Arbitrator has to be appointed against another person who had never accepted such document or such clause. There has to be some material showing acceptance of the arbitration agreement, either directly or from the surrounding documents and conduct of the parties. The basic requirement of an agreement cannot be dispensed with. In the present case, such material is available. The Transfer Letter shows that the Applicant's employment moved from HOSI to HIOPL. The Respondent

accepted the Applicant in its employment from 1 February 2020. The terms of the employment were stated to be no less favourable than those applicable with HOSI. Most importantly, in its reply dated 11 September 2025, the Respondent stated that the Applicant's employment with it was governed strictly by the Appointment Letter dated 18 March 2019.

30. The Respondent may, before the Arbitral Tribunal, contend that the words "terms of the appointment letter" did not include the arbitration clause. It may contend that the transfer created a separate contract and that the arbitration clause from the HOSI agreement did not continue with HIOPL. Such questions may arise for consideration in the arbitration. But on the material available, these submissions cannot result in a finding that there is no arbitration agreement at all between the Applicant and the Respondent.

31. This Court has considered the statement made by the Respondent in the concluding part of its letter dated 11 September 2025. It states:

> "In any case, we refrain from dealing with your notice para-wise since, your Client has threatened to invoke the arbitration clause. Please note that if your client chooses to do so, our Client is prepared to take all necessary actions to respond accordingly before the arbitral tribunal. All costs, consequences, and liabilities arising therefrom shall be borne solely by your Client."

32. This portion of the letter is relevant. The Respondent was informed about the Applicant's claim and his intention to invoke arbitration. Even at that stage, the Respondent did not state that

there was no arbitration agreement between the Applicant and the Respondent. Instead, it stated that if the Applicant chose to invoke the arbitration clause, the Respondent was prepared to take necessary action before the Arbitral Tribunal.

33. I am conscious that this statement cannot create an arbitration agreement if there was no such agreement. But the statement is relevant for considering how the Respondent understood the contractual position at that time. It has to be read together with the earlier statement in paragraph 3 of the same letter that the Applicant's employment with the Respondent was governed strictly by the Appointment Letter dated 18 March 2019.

34. The case of the Respondent therefore has two separate aspects which are required to be considered. First, the original Appointment Letter was issued by HOSI and not by HIOPL. This submission is factually correct. Second, according to the Respondent, it never accepted the arbitration clause contained in that Appointment Letter. On the material before the Court, this second submission is not established even on a prima facie basis.

35. The Respondent's own document makes it difficult to accept the second submission. If the Respondent intended to say that the Applicant's employment with HIOPL was governed by a new and independent contract having no connection with the Appointment Letter dated 18 March 2019, it could have said so in its reply dated 11 September 2025. Instead, it stated that the employment with the Respondent was governed strictly in accordance with the terms of that Appointment Letter. This statement cannot simply be kept

aside while deciding the present Application under Section 11.

36. I have considered whether the words "terms and conditions not less favorable" in the Transfer Letter, by themselves, are sufficient to bring the arbitration clause into the new employment. In my view, if these words alone are considered, some examination may be necessary. An arbitration clause is a specific contractual term. Its application cannot be assumed merely because another employment agreement provides for generally similar service conditions. However, the present case does not depend upon these words alone. The later and specific statement made by the Respondent that the Applicant's employment was "governed strictly in accordance with the terms of the appointment letter dated 18.03.2019" makes a material difference.

37. I therefore find that the Applicant has placed sufficient material to show, prima facie, that the Respondent accepted the Appointment Letter dated 18 March 2019 as governing the terms of the Applicant's employment with HIOPL. Clause 37 of that Appointment Letter contains the arbitration agreement. If the Respondent continues to dispute the existence or scope of the arbitration agreement, that question can be considered by the Arbitral Tribunal in accordance with law. At this stage, the material before the Court is sufficient for appointment of an Arbitrator.

38. The Supreme Court in Glencore International AG observed in paragraph 29:

> "29. In the light of the aforestated settled legal position and given the admitted facts, which unequivocally demonstrate

> that respondent No. 1 signified its consent to the terms spelt out in the appellant's email dated 10.03.2016 that found place in Contract No. 061-16-12115-S which, in turn, was accepted and acted upon by respondent No. 1, we are of the considered opinion that the arbitration agreement in clause 32.2 thereof was very much available to the appellant and invocation thereof under Section 45 of the Act of 1996, by way of I.A. No. 4550 of 2017 in CS (Comm) No. 154 of 2017, was fully justified and required to be accepted and acted upon by the referral Court."

39. The facts of the present case are not exactly the same as those before the Supreme Court. However, the principle stated by the Supreme Court has relevance to the present case. Here, the Court is not proceeding only on the statement of the Applicant. There is documentary material coming from the Respondent. The Respondent has expressly stated that the Applicant's employment with it was governed by the Appointment Letter dated 18 March 2019. The said Appointment Letter contains Clause 37 providing for arbitration. The Respondent has not placed before the Court any later appointment agreement which excludes Clause 37 or states that the arbitration clause contained in the Appointment Letter dated 18 March 2019 would no longer apply after the transfer.

40. I have considered the submission that the Applicant's earlier invocation referred to an appointment agreement dated 4 April 2022 and that the present Application therefore seeks to make out a different case after withdrawal of the earlier Application. The mistake is relevant while considering the conduct of the Applicant. However, the corrigendum and the documents now placed on

record identify the Appointment Letter relied upon. The existence of the Appointment Letter dated 18 March 2019 is not disputed. The Respondent referred to that Appointment Letter in its reply dated 11 September 2025. Therefore, the mistake in mentioning the date of the agreement in the earlier notice cannot,, defeat the prima facie arbitration agreement otherwise supported by the documents. I therefore do not accept the submission of Mr. Patel that the present Application must fail merely because the original Appointment Letter was issued by HOSI. The subsequent transfer to HIOPL and the Respondent's own written statement regarding the terms governing the employment have to be considered together. The material on record establishes, prima facie, the necessary connection between the Applicant's employment with the Respondent and the Appointment Letter dated 18 March 2019.

41. There is no dispute that Clause 37 contains the provision for arbitration and provides the manner in which the Arbitral Tribunal is to be constituted. It states that if an amicable settlement is not possible within 30 days after notice, either party may demand in writing that the dispute be decided by arbitration by three arbitrators. It provides that each party would appoint one arbitrator and the two arbitrators so appointed would appoint the third arbitrator. The clause states that the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and that the place of arbitration shall be Mumbai, India.

42. I therefore find that the Applicant has established, on a prima facie basis, the existence of an arbitration agreement. The objection of the Respondent regarding the identity of the original

employer does not defeat this conclusion. The Respondent's own subsequent document connects the Applicant's employment with HIOPL to the Appointment Letter dated 18 March 2019. The arbitration clause is a part of that Appointment Letter.

43. The disputes raised by the Applicant arise out of his termination and the circumstances in which his employment came to an end. The Respondent, in its reply dated 11 September 2025, has dealt with the complaints and allegations relating to the Applicant and has stated that his services were terminated after complaints were received and after the matter was investigated. It has stated that there was no question of reconsidering the decision to terminate his employment. In the same reply, the Respondent has referred to the possibility of invocation of the arbitration clause and has stated that it would respond before the Arbitral Tribunal.

44. Whether the termination was proper or not, whether the allegations against the Applicant were correct, whether the investigation was properly conducted, whether the Applicant is entitled to reinstatement or monetary compensation, and what other relief may be available are matters which are not required to be decided in the present proceedings under Section 11. These matters arise from the main employment dispute. The limited question at this stage is regarding the existence of the arbitration agreement and constitution of the Arbitral Tribunal.

45. On the material placed before me, I am satisfied that the Applicant has crossed this threshold. The arbitration agreement

contained in Clause 37 of the Appointment Letter dated 18 March 2019 is prima facie applicable to the employment relationship which continued with the Respondent from 1 February 2020. The objection of the Respondent that there is no arbitration agreement between the Applicant and the Respondent therefore cannot be accepted.

46. I accordingly hold that the Applicant has made out a case for appointment of an Arbitrator. The earlier mistake regarding the date of the Appointment Letter does not change this conclusion. The corrigendum, the Transfer of Employment dated 1 February 2020, the Appointment Letter dated 18 March 2019 and, most importantly, the Respondent's own statement dated 11 September 2025, when considered together, provide sufficient prima facie material for invocation of the arbitration agreement.

47. In view of the finding recorded hereinabove that there exists an arbitration agreement between the parties, and in view of the submissions made by both the learned Advocates that, in the event this Court comes to such conclusion, a Sole Arbitrator may be appointed, hence I pass following the following order:

> A) Ms. Arti Raghavan, Advocate of this court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and claims arising between the Applicant and the Respondent out of and in connection with the Appointment Letter dated 18 March 2019 and the subsequent transfer of employment dated 1 February 2020, including the claims and counterclaims arising therefrom;

Office Address:- 401, Embassy Centre, Jamanalal Bajaj Marg, Nariman Point , Mumbai

Email: raghavan.arti1@gmail.com

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

C) The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocates for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Applicant and a copy of the same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent;

D) The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two weeks from receipt of a copy of this Order;

E) The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At

such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

F) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

48. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

49. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

(AMIT BORKAR, J.)