

Arbitration and Conciliation Act, 1996, S. 7 - An arbitration agreement has to be in writing - It could be signed by the parties or it could come into existence by parties having exchanged the same electronically or otherwise, thereby meaning that the same is not essentially required to be signed by the parties - Employment Agreement produced does have an arbitration clause, but has not been signed - Petitioner has been unable to produce any document to establish exchange of Employment Agreement between the parties which could signify and/or indicate the consent on part of the respondent to the arbitration clause during the course of exchange - Existence of an Arbitration agreement between the petitioner and respondent under the Employment Agreement has not been established.

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