

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.44 OF 2018**

Interglobe Technologies Pvt. Ltd.	...	Applicant
versus		
The National Insurance Co. Ltd.	...	Respondent

Mr. Vivek Kantawala with Mr. Amey Patil i/by M/s. Vivek Kantawala and Co., for Applicant.

Mr. Shyam Kapadia i/by Mr. Saket Satapathy and Ms. Ankita Mishra (Tuli and Co.) for Respondent.

CORAM: S.J. KATHAWALLA, J.

DATE: 27th APRIL, 2018

P.C.:

1. In paragraph 1 and clause (i) of paragraph 1 of the order dated 26th April, 2018, Crime Insurance Policy number be read as under :

“Crime Insurance Policy No.251100/46/13/950000017 (Exhibit A to the Application), attached to and forming part of Policy No.251100/46/14/9500000197.”

2. Pursuant to the order passed by this Court on 26th April, 2018, Mr. Zubin Behramkamdin, Advocate, has filed his disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) which is taken on record. The Advocate for the parties state that they have gone through the said disclosure and have no objection to the same. In view thereof, the following order is passed by consent :

(i) Mr. Zubin Behramkamdin, Advocate, is appointed as the sole Arbitrator to decide the disputes between the Applicant and Respondent arising out of the Crime Insurance Policy No.251100/46/13/950000017 (Exhibit A to the Application), attached to and forming part of Policy No.251100/46/14/9500000197 for the period of 23rd April, 2014 to 22nd April, 2015.

(ii) The parties shall appear before the learned Arbitrator in his chambers, on 3rd May, 2018 at 5.00 p.m. and obtain necessary directions.

(iii) The parties shall be at liberty to move the learned Arbitrator under Section 17 of the Act seeking ad-interim/interim reliefs.

(iv) The learned Arbitrator shall endeavour to pass his final Award within a period of six months from the date of this order.

(v) The learned Arbitrator shall not grant adjournments to the parties unless absolutely necessary.

(vi) All contentions of the parties are kept open.

(vii) The cost of arbitration shall initially be borne by the parties equally.

(viii) The venue of Arbitration shall be at Mumbai.

(ix) In view of this order, the above Arbitration Application is disposed of.

(S.J.KATHAWALLA, J.)