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

+ ARB.P. 242/2018

M/S RUDRAKSH LAMINATES PRIVATE LTD. Petitioner
Through Mr.Ishaan Verma, Adv.

versus

THE NEW INDIA ASSURANCE COMPANY LTD Respondent
Through Mr.Trinath Tadakamalla and
Ms.Manvi Adlakha, Advs.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER
% **16.05.2018**

IA No.4499/2018 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 242/2018

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner seeking appointment of a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Insurance Policies dated 21.10.2014 and 30.09.2014 taken by the petitioner from the respondent. The Insurance Policies admittedly contained an Arbitration Agreement between the parties.

Learned counsel for the respondent submits that as there was full and final settlement of all claims of the petitioner, an Arbitrator cannot be appointed. He submits that without prejudice to this contention, the respondent is agreeable to appointment of an Arbitrator.

In view of the above, I appoint **Justice Badar Durrez Ahmed**, Retd. Chief Justice of Jammu & Kashmir High Court (R/o 19, Akbar Road, New Delhi-110011, Mobile No. 7042205786) as the Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Insurance Policies. The Arbitrator shall give his disclosure statement in terms of Section 12 of the Act before entering upon the reference. All contentions of the respondent shall remain open before the Arbitral Tribunal.

The petition is allowed in the above terms, with no order as to cost.

Dasti.

NAVIN CHAWLA, J

MAY 16, 2018/Arya