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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 600/2018

MAURIA UDYOG LTD.

..... Petitioner

Through: Mr.T.S. Ahuja and Mr.Varun Ahuja,
Advts.

versus

NEW INDIA ASSURANCE COMPANY LTD. Respondent

Through: Mr.Abhishek Kumar, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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23.10.2018

1. 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 nominee Arbitrator on behalf of the respondent for adjudicating the disputes that have arisen between the parties in relation to the Insurance Policy No. 31200011160100000212 dated 21.08.2016. The Arbitration Agreement between the parties is contained in Clause 13 of the Conditions-SFSP of the Policy and is reproduced hereinbelow:

“ If any dispute or differences shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon the single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and

arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

2. A fire had broken out in the factory premises of the petitioner on 19.06.2017. The petitioner lodged its claim of Rs.2,46,21,465/- with the respondent, however, the respondent has remitted only Rs.89,24,638/- to the petitioner as the loss assessed by the respondent. In this manner a dispute has arisen between the parties in relation to the balance amount claimed by the petitioner.
3. The petitioner invoked the Arbitration Agreement between the parties vide notice dated 07.04.2018. The respondent, however, vide its reply dated 25.04.2018 refused to appoint an Arbitrator, forcing the petitioner to file the present petition.
4. Counsel for the respondent submits that as the claim of the petitioner has been settled, no Arbitrator needs to be appointed by this Court. I am unable to agree with the said submission of the counsel for the respondent as there is a dispute raised by the petitioner regarding its further entitlement to the claimed amount.
5. In view of the above, I appoint **Justice Parkash Singh Teji**, Retired Judge of this Court (B-3, Dr. Zakir Hussain Marg, New Delhi-110003 Tel.: 23072630, 9910384615) as a nominee Arbitrator on behalf of the respondent.
6. The petitioner has already appointed its nominee Arbitrator. The two Arbitrators shall give their disclosure in terms of Section 12 of the Act before proceeding with the reference. They shall also appoint the Presiding

Arbitrator so as to complete the constitution of the Arbitral Tribunal in terms of the Arbitration Agreement.

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

Dasti.

NAVIN CHAWLA, J

OCTOBER 23, 2018/Arya