

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 90 OF 2022

Indian Drape Pvt.Ltd.

..Petitioner

vs.

New India Assurance Co.Ltd.

..Respondent

Mr.Rushabh Vidyarthi i/b. Sharon Patole, for the Petitioner.

Mr.Sandeep Dhangar with Paras Gosar i/b. S.Shenoy & Associates,
for the Respondent.

CORAM : G.S. KULKARNI, J.

DATE : JULY 27, 2022.

P.C.:

1. Mr.Sandeep Dhangar, learned Counsel for the respondent has tendered vakalatnama and the same is taken on record.

2. This is a petition filed under Section 11 of the Arbitration and Conciliation Act,1996 (for short '**the Act**') whereby the petitioner has prayed for appointment of an arbitral tribunal for adjudication of disputes and differences between the parties which have arisen between the parties under the Insurance Policy No.11180311180100000521 dated 21 March 2019, Insurance Policy No.11180311190100000418 dated 28 November 2019 and Insurance Policy No.11180311180100000522 dated 20 March 2019.

3. There is no dispute in regard to existence of the arbitration agreement between the parties as contained in clause No.13 of each of these policies. Learned Counsel for the respondent, on instructions, makes a statement that his clients would not have any objection to the

arbitral tribunal to be adjudicated the disputes and differences which have arisen between the parties under the Insurance Contracts in question. The cause of action has arisen from the incident which had taken place due to fire, which is relevant to all these policies.

4. By notice dated 21 December 2021 the applicant had invoked the agreement and sought appointment of an arbitral tribunal. The respondents have also no objection for appointment of a sole arbitrator to adjudicate the disputes and differences which have arisen between the parties, the cause of action as arisen is common for invoking arbitration under the policies in question.

5. In the above circumstances, the petition is required to be allowed, as there exists an arbitration agreement between the parties as also there is lawful invocation of the arbitration agreement. Hence, the petition is disposed of by the following order:-

ORDER

(i) Mr. Justice P. D. Kode, former Judge of this Court, is appointed as a sole Arbitrator to arbitrate the disputes and differences between the parties under the Insurance Policy No.11180311180100000521 dated 21 March 2019, Insurance Policy No.11180311190100000418 dated 28 November 2019 and Insurance Policy No.11180311180100000522 dated 20 March 2019. ;

(ii) The learned sole prospective arbitrator, fifteen days before entering the arbitration reference, shall forward a statement of disclosure as per the requirement of Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996, to the Registrar (Judicial) of this Court, to be placed on record of this petition with a copy to be forwarded to both the parties;

(iii) The fees payable to the arbitral tribunal shall be as prescribed under the Bombay High Court (Fees Payable to Arbitrators) Rules, 2018.

(iv) At the first instance, the parties shall appear before the prospective arbitrator within 15 days from today on a date which may be mutually fixed by the prospective sole arbitrator;

(v) All contentions of the parties on merits of the matter are expressly kept open;

(vi) The petition is disposed of in the above terms. No costs.

(vii) Office to forward a copy of this order to the learned Arbitrator on the following address:

Mr. Justice P. D. Kode,
Former Judge of this Court,
Flat No. 702, Bldg. No. 56/B,
Chintamani Judges' CHS Ltd.,
Pratiksha Nagar, Sion,
Mumbai – 400 022

[G.S. KULKARNI, J.]