

Vidya Amin

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMMERCIAL ARBITRATION APPLICATION NO. 198 OF 2021

Theis Precision Steel India Pvt. Ltd. .. Applicant
Vs.
SBI General Insurance Company Ltd. .. Respondent

Mr. Mayur Khandeparkar a/w. Ms. Ambareen Mujawar and Ms. Praneeta Ragji i/b. AZB & Partners for the applicant.

Mr. Zal Andhyarujina, Senior Advocate a/w. Mr. Kunal Dwarkadas, Mr. Punit Damodar, Ms. Nikita Vardhan and Mr. Vishal Tiwari i/b. Kanga and Co. for the respondent.

CORAM : G.S. KULKARNI, J.
DATE : JUNE 7, 2022.

P.C.:

1. This is an application filed under section 11 of the Arbitration and Conciliation Act, 1996 (for short, “the Act”) whereby the applicant has prayed for appointment of an arbitral tribunal to adjudicate the disputes and differences between the parties, which have arisen under the Standard Fire & Special Perils (Material Damage) Insurance Policy No. 8859799 dated 1 April, 2018. It is the applicant’s case that the applicant’s factory at Navsari, Gujarat had suffered damage due to heavy downpour on 11 July, 2018. There is an arbitration agreement between the parties, which is contained in Clause 13 of the Policy. There is no dispute on the existence of the Arbitration agreement. The applicant by its letter dated 18 June, 2020 had invoked the arbitration agreement and made a claim under the said policy. As the respondent had not agreed for appointment of an arbitral tribunal, the present application

came to be filed.

2. After the proceedings were heard for sometime, Mr. Andhyarujina, learned senior counsel for the respondent has fairly agreed that the disputes and differences which have arisen between the parties can be referred to arbitration, however, leaving open all contentions of the respondent. It is also agreed at bar that the parties are agreeable for an arbitration by a sole arbitrator.

3. In view of the consensus between the parties, the application would be required to be allowed. Hence, the following order:

ORDER

(i) Mr. Rajiv M. Kumar, Senior Advocate is appointed as a sole arbitrator to adjudicate the disputes between the parties which have arisen under the Standard Fire & Special Perils (Material Damage) Insurance Policy No. 8859799 dated 1 April, 2018.

(ii) The learned sole arbitrator, 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 Prothonotary & Senior Master of this Court by email id -rgpsm-bhc@nic.in, to be placed on record of this application with a copy to be forwarded

to both the parties;

(iii) At the first instance, the parties shall appear before the prospective arbitrator within 10 days from today on a date which may be mutually fixed by the learned sole arbitrator;

(iv) All contentions of the parties are expressly kept open;

(v) The application is disposed of in the above terms. No costs.

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

Mr. Rajiv M. Kumar, Senior Advocate

Chamber No. 2AB, 2nd floor,

Dossa Mansion, Sir P. M. Road, Fort, Mumbai – 400 001.

Mob. No. 9821121471

Email id: rkmumbaioffice@yahoo.co.in

[G.S. KULKARNI, J.]