

**CM No. 16748-CII of 2022 in/and
Arbitration Case No. 22 of 2020**

[1]

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

**CM No. 16748-CII of 2022 in/and
Arbitration Case No. 22 of 2020 (O&M)
Date of decision: 10th March, 2023**

Ajay Industrial Corporation Ltd.

Petitioner

Versus

Royal Sundaram General Insurance Co. Ltd.

Respondent

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. J. S. Bhatia, Advocate for the petitioner.
Mr. R. S. Madan, Advocate for the respondent.

AVNEESH JHINGAN, J (Oral):

CM No. 16748-CII of 2022

The application is allowed, as prayed for.

The documents annexed with the application are taken on record.

Main petition

1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 (for short, 'the Act') for appointment of an arbitrator for adjudication of disputes between the parties.

2. The petitioner was insured with the respondent for Combined Fire and Burglary Policy. Clause 13 provides for dispute resolution through arbitration. There was a fire incident on 20.4.2018 and the petitioner raised a claim. On 6.5.2019 while making the payment the petitioner was made to sign the document stating payment received is for full and final settlement. On 10.5.2019, the petitioner raised a grievance

with regard to claim assessed and sought appointment of an arbitrator. As needful was not done, the present petition was filed.

3. Learned counsel for the respondent opposes the petition relying upon the decision of the Supreme Court in *WAPCOS Ltd. v. Salma Dam Joint Venture and another*, 2020(3) SCC 169.

4. The authority relied upon by learned counsel for the respondent is not applicable to the facts of the present case. There was no protest raised by the respondents (in that case) at the time of signing the one time settlement or soon thereafter, whereas in the present case the petitioner immediately raised the protest and claimed arbitration.

5. The petition is disposed of by appointing Mr. Justice Harbans Lal, former Judge of this Court, # 3096-A, Sector 39-D, Chandigarh as sole arbitrator.

6. The arbitrator may decide the venue of the arbitration with the consent of both the parties.

7. Needless to say that the respondent would be at liberty to raise before the arbitrator the issue of claim being non- arbitrable.

8. The arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended. The fee of the arbitrator will be equally borne by both the parties.

9. The arbitrator is requested to complete the proceedings as per time limit specified under Section 29A of the Act.

10. It is clarified that the reference shall be subject to the petitioner's complying with all the requirements of the agreement including the condition of pre-deposit.

11. Since the main case has been disposed of, pending applications, if any, stand disposed of.

Copy of the order be sent to the appointed arbitrator.

[AVNEESH JHINGAN]
JUDGE

10th March, 2023.
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| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |