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

Commercial Arbitration Application NO. 120 OF 2024

Prateek Spunfab Private Limited	...Applicant
Versus	
United India Insurance Company Limited	...Respondent

Adv. Christoper D'souza i/b. Adv. Pradish Suvarna & Adv. Varsh Singh, Advocate for the Applicant.

Mr. Shreyas Shrivastava a/w. Mr. Anup Kumar Mathur & Mr. Saurabh Shrivastava i/b. Shrivastava Legal, LLP, Advocate for the Respondent.

CORAM : RAJESH S. PATIL, J.

DATED : 8 AUGUST, 2024

P.C.:

1. This Commercial Arbitration Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short "Arbitration Act").
2. Between the parties there is a Contract of Insurance (Policy No.1208011120P100484342), dated 18 April 2020 . It contains an arbitration agreement in clause 13.
3. Disputes and differences arose between the parties. The Applicant vide its Advocate's notice dated 22 March 2023 invoked

arbitration under clause 13. As there was no consensus between the parties, the Applicant has filed the present Arbitration Petition, under Section 11 of the Arbitration Act.

4. A Court in a Section 11 Application is only required to look at the existence of an arbitration agreement and nothing beyond that.

5. The parties have now agreed to appoint Mr. P. G. Jagdale, Retd. Principal District Judge, as Arbitrator to decide their disputes and differences.

6. Accordingly, Mr. P. G. Jagdale, Retd. Principal District Judge is appointed as sole arbitrator to decide the disputes and differences between the parties. Hence, the following order:

(a) **Appointment of Arbitrator:** Mr. P. G. Jagdale, Retd. Principal District Judge is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Contract of Insurance. It is also clarified that all the issues as raised by the respondent should also be decided by the sole arbitrator while deciding the disputes between the parties.

(b) **Communication to Arbitrator of this order:**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the applicant within one week from the date of this order is uploaded.

(ii) In addition, within one week of this order being

uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

Name of Arbitrator : Mr. P. G. Jagdale (Retd. Principal District & Sessions Judge)

Office Address : Ground Floor, Old Oriental Building,
65 M.G. Road, Fountain, Mumbai.

Contact Nos. : 9822373018,02240133018

E-mail Address : pgjgadale@gmail.com

(c) **Disclosure:** The learned Sole Arbitrator is requested to forward the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the Prothonotary and Senior Master of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently before entering upon the reference to arbitration. That statement will be retained by the Prothonotary and Senior Master on the file of this application. Copies will be given to both sides.

(d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.

(e) **Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional

email address.

(f) Interim Application/s:

(i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim application under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator.

(ii) Any such application if preferred will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

(g) Fees: The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rule, 2018.

(h) Sharing of costs and fees: Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal share in the first instance.

(i) Consent to an extension if thought necessary: Parties immediately consent to a further extension of up to six months to complete the arbitration, should the learned Sole Arbitrator find it necessary.

(j) Venue and seat of arbitration: Parties agree that the venue and seat of the arbitration will be in Mumbai.

7. The Commercial Arbitration Application is disposed of.

(RAJESH S. PATIL, J.)