



WEB COPY



Arb.OP.(comdiv) No.300 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.10.2024

CORAM

THE HONOURABLE **MR.JUSTICE G.K.ILANTHIRAIYAN**

Arb.O.P.(Comm.Div.) No.300 of 2024

M/s.GRR Logistics Pvt. Ltd.,
No.85, GNT Road,
Madhavaram,
Chennai – 110.
Rep. By its Authorized Signatory
Mr.J.S.Dharmapalan

.. Petitioner

-VS-

M/s.United India Insurance Company Ltd.,
(Non Motor Claims Hub),
No.24, Whites Road, Royapettah,
Chennai – 14.

.. Respondent

Petition under Section 11 of the Arbitration and Conciliation Act, 1996, has been filed seeking to appoint the Hon'ble Mr.Justice V.Parthiban (Retd.), as the Sole Arbitrator to adjudicate the dispute between the petitioner and the respondent under Policy Nos.0108041119P112212616 and 0108041119P112212843.

For Petitioner : Mr.N.P.Vijayakumar

For Respondent : Mr.Keerthikiran Murali



Arb.OP.(comdiv) No.300 of 2024

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an Arbitrator.

2. According to the petitioner, they had obtained two insurance policies under Standard Fire and Special Perils Insurance bearing Policy Numbers 0108041119P112212616 and 0108041119P112212843, with the respondent in order to protect the petitioner and the importers who had stored their goods at the warehouse from any incident of fire. While being so, on 29.02.2020, fire accident took place at the warehouse belonging to the petitioner, whereby the goods belonging to various importers got gutted. However, according to the petitioner, the loss suffered by the petitioner has not been duly compensated as agreed in those two insurance policies.

3. There seems to be a dispute between the petitioner and the respondent as there is a breach of the terms and conditions of those two insurance policies. There is an arbitration clause available in those two insurance policies, which is extracted hereunder:-

*“13. If any dispute or difference shall arise
as to the quantum to be paid under this policy*



Arb.OP.(comdiv) No.300 of 2024

(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 a 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 of the parties to the dispute/difference and 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.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.”

4. The petitioner had invoked the arbitration in accordance with the arbitration clause found in those two policies by sending a notice to the



Arb.OP.(comdiv) No.300 of 2024

respondent on 24.05.2024. Since there has been no consensus between the parties for appointment of an arbitrator, this Court will have to necessarily appoint an arbitrator. Accordingly, this petition is allowed with the following directions:-

(a) This Court hereby appoints the Hon'ble Mr.Justice N.Kirubakaran, former Judge of the Madras High Court, residing at No.36, 2nd cross street, Rayala Nagar, Ramapuram, Chennai-89, Mobile No.9445025454, as the sole arbitrator to adjudicate the dispute between the petitioner and the respondent arising out of those two policies.

(b) The Sole Arbitrator appointed by this Court shall be paid remuneration as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

(c) The Arbitrator shall adhere to the provisions of Arbitration and Conciliation Act, 1996.

(d) The Arbitrator shall also pass the arbitral award within the stipulated period as prescribed under the Arbitration and Conciliation Act, 1996.

(e) Both the parties shall share equally the fees payable to the Arbitrator.

(f) The respondent is at liberty to raise all the grounds concerning



Arb.OP.(comdiv) No.300 of 2024

the dispute in this matter including jurisdiction before the Arbitrator.

WEB COPY

17.10.2024

rkm

G.K.ILANTHIRAIYAN, J.

rkm



WEB COPY



Arb.OP.(comdiv) No.300 of 2024

Arb.O.P.(Comm.Div.) No.300 of 2024

17.10.2024