
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION APPLICATION NO. 249 OF 2025**

Kwalichem Private Limited ...Applicant

Versus

The Oriental Insurance Company Limited ...Respondent

Mr. Rushabh Vidyarthi, a/w Harshavardhan Khambete, for the Applicant.

Mr. S.S. Dwivedi, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JULY 11, 2025

ORDER :

1. This Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (***“the Act”***), seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under an agreement dated February 24, 2023 (***“Agreement”***). The arbitration agreement is contained in Clause 4 (found at Page 63 of the Application). In the interest of brevity, the arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

2. The primary objection raised on behalf of the Respondent is that a discharge voucher has been executed between the parties, which would show that no dispute and difference subsists for reference to arbitration. Therefore, the Applicant having consented to the terms on which the claim was settled, the dispute stands discharged.

3. This very premise has been considered by the Supreme Court in the case of *SBI General Insurance Co. Ltd vs. Krish Spinning*¹. Such a contention is not within the remit of the Section 11 Court, it is for the Respondent to demonstrate the same to the Learned Arbitral Tribunal, which deserves to be constituted once existence of the arbitration agreement is writ large on the face of record.

4. Leaving such contention open and enabling the Respondent to raise this issue under Section 16 before the Learned Arbitral Tribunal, the parties have arrived at a consensus on the identity of the arbitrator before whom they would proceed. Consequently, this Application is ***finally disposed of*** with the aforesaid directions, in the following terms:-

A) Mr. Ashish Bhakta, an advocate of this Court, is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties

¹ *SBI General Insurance Co. Ltd vs. Krish Spinning*, 2024 SCC OnLine SC 1754

arising out of and in connection with the Agreement referred to above;

Office Address:-

DBS Heritage House, Prescott Road,

Fort, Mumbai – 400 001

Email ID: ashish@anblegal.com

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from the date of upload of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

C) The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two weeks from receipt of a copy of this Order;

D) The parties shall appear before the Learned Sole

Arbitrator on such date and at such place as indicated, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

E) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

5. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

6. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]