



Arb.O.P(Com.Div.) No.97 of 2025
and A.No.3887 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.09.2025

CORAM

THE HONOURABLE MR. JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div.) No.97 of 2025
and Application No.3887 of 2025

M/s.Indian Corporate Business Centre Limited,
Represented by its Director Mr.Vishal Keyal,
Having its Registered Office at 126/21, Vaikadu Village Manali,
Madras, Tamil Nadu - 600 103.Petitioner

Vs.

M/s.New India Assurance Company Limited,
Having Registered office at New India Assurance BLDG,
87 M G Road Fort, Mumbai, Maharashtra,
India - 400 001. ... Respondent

For Petitioner : Mr. Avinash Krishnan
For Respondent : Mr.S.R.Sundar

Prayer:

Arbitration Original Petition (Commercial Division) petition
filed under Section 11(5) of the Arbitration and Conciliation Act, 1996,
to appoint an independent, neutral Sole Arbitrator to adjudicate the
disputes between the parties arising out of the Insurance Policy bearing
Policy No.71320711210100000001.



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ORDER

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This petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 [for brevity, hereinafter referred to as 'the Act'] for appointment of a sole Arbitrator to adjudicate the dispute and difference between the parties arising out of the insurance policy bearing policy No.71320711210100000001.

2. When the matter came up for hearing on 21.02.2025, this Court passed the following order:

"This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (in short "the Act")] seeking for appointment of an Arbitrator by this Court.

2. There seems to be a dispute arising out of a Standard Fire and Special Perils Insurance Policy bearing No.71320711210100000001, dated 08.11.2021, entered into between the petitioner and the respondent. There is an arbitration clause contained in the aforementioned insurance policy, which is extracted hereunder:-

"13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole



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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 the 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."

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing a notice to the respondent on 14.10.2024. A reply has also been received to the said notice from the respondent. Since there has been no consensus between the parties for appointment of an Arbitrator, the petitioner has filed this petition under Section 11 of the Act seeking for appointment of an Arbitrator by this Court.

4. Since there exists an arbitration clause in the aforementioned insurance policy dated 08.11.2021, which is the subject matter of the dispute, and since the petitioner has invoked arbitration in accordance with the arbitration clause, this Court is issuing notice to the respondents through Court as well as privately returnable by 20.03.2025."



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3. The respondent has filed a counter. The respondent has taken a stand that the petitioner at no point of time raised any issue/dispute with respect to the amount of Rs.3,52,27,044/-(Rupees Three Crore Fifty Two Lakhs Twenty Seven Thousand and Forty Four only) after the e-auction of the salvage sale of the damaged goods that was undertaken by the surveyor appointed by the petitioner. Therefore, the petitioner cannot rely on the arbitration clause No.13 in the policy, as the same is applicable only when there arises any dispute or difference as to the quantum of loss arrived under the policy.

4. In the instant case, the petitioner having not disputed the quantum of compensation to be paid under the policy, cannot take umbrage under clause 13 of the policy and seek for appointment of a sole Arbitrator.

5. This Court carefully considered the submissions made on either side and the materials available on record.

6. The scope of a petition filed under Section 11 of the Act is



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only to see whether there is existence of an arbitration clause in a valid agreement and the said agreement is in line with Section 7 of the Act.

7. This Court cannot go into the defence that has taken by the respondent to the effect that the dispute that has now been raised by the petitioner will not come within the purview of Clause 13 of the policy, which provides for arbitration. This is an issue that has to be raised by the respondent only before the learned Arbitrator. Therefore, it is left open to the respondent to raise all the issues before the learned Arbitrator, which will be decided on its own merits and in accordance with law by the learned Arbitrator.

8. Hence, this Court is inclined to appoint a sole Arbitrator. Accordingly, Mr.Arun Anbumani, Advocate, having office at IV High Court Chamber, High Court Buildings, Chennai - 104, Mobile No.9841056005 is appointed as the sole Arbitrator. The learned Arbitrator is requested to enter upon a reference qua Insurance policy dated 08.11.2021 to adjudicate the arbitral dispute that were arising between the parties by holding the sittings in any venue at Chennai to the



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convenience of all concerned and render an award. The fees of the learned Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules 2017.

Accordingly, this application is allowed in the above terms.

22.09.2025

mp

To

1. Mr.Arun Anbumani, Advocate,
IV High Court Chamber,
High Court Buildings, Chennai - 104.
2. The Arbitration and Conciliation Centre,
High Court of Madras,
Chennai - 104.



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N.ANAND VENKATESH, J.

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