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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 287/2025**
M/S. MODI NATURALS LTD

.....Petitioner

Through: Ms. Ananya De, Mr. AK De, Adv.

versus

M/S. NEW INDIA ANSSURANCE CO. LTD & ANR.

.....Respondent

Through: Mr. Aditya Kumar, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
26.03.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioner obtained Fire Policy being Policy No. 32310211210100000001 for a period from 01.04.2021 to 31.03.2022. As there was a fire in the mill of the petitioner causing extensive damage to the building and stock, the petitioner registered its claim with the respondent for about Rs. 3 crores and the respondent paid about Rs. 1.22 crores.
3. The said Policy contained arbitration clause being clause No. 13 which reads as under:-

“13. If any dispute or difference shall arise is to the quantum to be paid tinder this policy (liability being otherwise admitted) such difference shall independently of all cither



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 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.”

4. Since there were disputes, the petitioner invoked arbitration *vide* legal notice dated 19.08.2024 and thereafter filed the present petition.
5. Mr. Kumar, learned counsel appears on behalf of the respondent and has no objection to the petition being allowed as long as claims/counter-claims and all contentions of the respondent are left open.
6. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Gaurav Barati, Advocate (Mob. No. 9810526981) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the



reference.

- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
7. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 26, 2025 / (MS)

Click here to check corrigendum, if any