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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 809/2025**

SPERRY PLAST LTD.

.....Petitioner

Through: Mr. Kapil Sankhla, Mr. Akhilesh
Aggarwal, Ms. Fagun Sharma, Mr.
Vipul Grover, Advs.

versus

THE NEW INDIA ASSURANCE CO.

.....Respondent

Through: Mr. Madhav Misra, Mr. Ketan Paul,
Ms. Vanshika Dubey, Mr. Saksham
Dubey, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

24.09.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Standard Fire and Special Perils Policy dated 07.08.2018 ("**Policy**").
2. The facts are that on 07.08.2018 the petitioner took a Standard Fire and Special Perils Policy for a period starting from 07.08.2018 to 06.08.2019 from the respondent.
3. On 04.11.2018, a fire accident took place at the factory premises of the petitioner situated at Plot No. 16, Udyog Vihar, Greater Noida, Uttar Pradesh-201305. On 05.11.2018, the petitioner informed the respondent of the fire accident and claimed damages for the loss suffered by it amounting to Rs. 21.04 crores.
4. The said Policy contains an arbitration clause being Clause No. 13,



which reads as under:-

“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 arbitrator to be appointed in the writing of 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 the 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 Arbitration and Conciliation Act 1996”

5. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 28.09.2024 and thereafter, filed the present petition.
6. Mr. Paul, learned counsel for the respondent states that he has no objection to the appointment of an Arbitrator.
7. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed, with the following directions:-
 - i) With consent of the parties, Ms. Justice Usha Mehra (Former Justice) Delhi High Court (Mob. No. 9818421144) is appointed



- as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules 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 1996 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.
9. The present petition is disposed of in the aforesaid terms.

SEPTEMBER 24, 2025 / (MS)

JASMEET SINGH, J