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

+ **ARB.P. 1010/2025**

SURESH KUMARPetitioner

Through: Appearance not given

versus

THE NEW INDIA ASSURANCE CO. LTD.Respondent

Through: Mr. Aditya Kumar, Advocate

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **18.09.2025**

I.A. 16956/2025

Exemption allowed, subject to all just exceptions.

The application is disposed of.

ARB.P. 1010/2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the petitioner/insured purchased an insurance policy from the respondent/insurer for insurance of his vehicle bearing No. DL 1GC 8970. The vehicle was stolen in May 2022 from Narela, Delhi for which an FIR was registered.
3. The petitioner during the pendency of the policy submitted an insurance claim for the loss of the vehicle which was not settled to the satisfaction of the petitioner.
4. The insurance policy contained an arbitration clause being Clause 7



which reads as under:

“7. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute 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 two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act,1996 and amended from time to time.”

5. The petitioner invoked arbitration *vide* Legal Notice dated 28.04.2025 and thereafter filed the present petition.

6. Mr. Kumar, learned counsel for the respondent, has no objection to the appointment of the Arbitrator.

7. I am satisfied that there is a valid arbitration agreement between the parties and there are disputes which need to be settled through arbitration mechanism.

8. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Ankit Tripathi, Advocate (Mob. No. 7355238546) 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 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.

JASMEET SINGH, J

SEPTEMBER 18, 2025/DM