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

\# **CNR No. DLHC010443812026**

\+ ARB.P. 1669/2026

PANCHANAN INTERNATIONAL PVT. LTD. .....Petitioner
Through: Mr. Rajat Joneja, Mr. Himanshu Mishra & Mr. Aakshat Khetarpal, Advocates.

versus

THE ORIENTAL INSURANCE COMPANY LTD. .....Respondent
Through: Mr. Kanwar Kochhar, Advocate.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 27.10.2026

1. By way of the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 [hereinafter, "the Act"], the petitioner seeks the appointment of a sole arbitrator to adjudicate the disputes arising between the parties in connection with the Standard Fire and Special Perils Floater Insurance Policy dated 10.05.2016 [hereinafter, "the Policy"].

2. I have heard Mr. Rajat Joneja, learned counsel for the petitioner, and Mr. Kanwar Kochhar, learned counsel for the respondent.

3. Clause 13 of the Policy admittedly provides for the resolution of disputes through arbitration.

4. Disputes having arisen between the parties, this Court appointed a

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sole arbitrator by order dated 28.07.2021 in ARB.P. 248/2021. The learned Arbitrator rendered an award dated 28.08.2023, awarding a sum of Rs. 20,65,27,032/- to the petitioner. The said award was challenged by the petitioner under Section 34 of the Act in O.M.P. (COMM) 8/2024, to the extent that certain claims were not fully allowed. By judgment dated 10.04.2026, this Court allowed the said petition and set aside the award in respect of certain issues, while granting liberty to the petitioner to initiate fresh arbitral proceedings in respect of those issues.

5. Pursuant thereto, the petitioner invoked arbitration *vide* notice dated 29.06.2026 issued under Section 21 of the Act, proposing the name of a sole arbitrator. The respondent, by its reply dated 31.07.2026, did not agree to the proposed appointment.

6. The existence of the arbitration agreement and its invocation are thus not in dispute. As the parties have been unable to agree upon the appointment of a sole arbitrator, this Court is required to appoint the arbitrator.

7. In view of the foregoing, and with the consent of learned counsel for the parties, the petition is disposed of in the following terms.

a) The disputes arising out of the Policy are referred to arbitration of Hon'ble Mr. Justice Jayant Nath, former Judge of this Court [Tel: 8527959494].

b) The arbitration proceedings shall be conducted in accordance with the Rules of the Delhi International Arbitration Centre ["DIAC"], including the provisions governing the remuneration of the learned Arbitrator.

c) The learned Arbitrator is requested to furnish a declaration in

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terms of Section 12 of the Act before entering upon the reference.

8. Needless to state, all rights and contentions of the parties, including those relating to arbitrability, maintainability and the merits of the disputes, are left open for consideration in accordance with law.

9. The petition, alongwith any pending applications, stands disposed of in the aforesaid terms.

PRATEEK JALAN, J

OCTOBER 27, 2026
'pv'/SD/

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