

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Sr. No.243

ARB-125-2019

Date of decision: 13.03.2020

M/s Shreyans Fabrics

....Applicant

versus

United India Insurance Co. Ltd.

....Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Gaurav Gupta, Advocate, for the applicant.

Mr. Munish Goel, Advocate
for the respondent.

* * *

DEEPAK SIBAL, J. (Oral)

The present application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short – the Act) for appointment of an Arbitrator.

Admittedly, two insurance policies (Annexures A-1 and Annexures A-2) were taken by the applicant from the respondent and that both the said policies contained clause 13 as per which disputes between the parties were to be settled through the mode of Arbitration.

On 09.03.2015 there was a fire in the premises of the applicant. Under the aforesaid policies, the respondent paid compensation to the applicant which were disputed by the applicant. Accordingly, through e-mails dated 22.02.2019 and 28.02.2019, the applicant invoked the arbitration clause and required the respondent to appoint an Arbitrator. In response to the aforesaid e-mails, the respondent denied the applicant's claims but no Arbitrator was appointed occasioning the filing of the present application for the aforesaid relief.

After hearing learned counsel for the parties, Justice Gurdev Singh, a former Judge of this Court, is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Justice Gurdev Singh under Section 12 of the Act with regard to his independence and impartiality to settle the disputes between the parties.

The Arbitrator is requested to complete the proceedings within the time limit specified under Section 29A of the Act.

The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended or as may be mutually settled by the parties and the Arbitrator.

As per agreement expressed by learned counsel for the parties, for the sake of the convenience of their respective clients, the venue of the Arbitration shall be at Chandigarh.

A copy of the order be forwarded to Justice Gurdev Singh (Retd.) at the given address:

H.No.113,
Sector-10,
Chandigarh
(Mob. No.85560-09312)

After seeking the convenience of the Arbitrator, the parties are directed to appear before him on 27.03.2020 or on any other date suitable to all concerned.

The matter is disposed of in the above terms.

March 13, 2020
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(DEEPAK SIBAL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No