



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION (L) NO. 36946 OF 2024

Supreme Transport Organisation Pvt Ltd ...Petitioner

Versus

The New India Assurance Company Pvt Ltd ...Respondent

Appearance not received.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 15, 2025

PC :

1. This is a Petition under Section 29-A of the Arbitration and Conciliation Act, 1996, seeking an extension of mandate of the Arbitral Tribunal, which expired on February 12, 2021.

2. Today, when the matter is called out, Learned Counsel for the parties jointly request for an extension of mandate by a period of one year from today, bearing in mind the stage at which the arbitral proceedings are placed.

3. In these circumstances, taking into account the stage at which the Arbitral proceedings are placed, this Petition is *finally*



disposed of extending the mandate of the Arbitral Tribunal for a period of *one year* from today i.e. until *April 14, 2026*.

4. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]



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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMM. ARBITRATION PETITION (L) NO. 36849 OF 2024

Supreme Transport Organisation Pvt. Ltd. ...Petitioner

Versus

The New India Assurance Company Ltd. ...Respondent

None for the Parties.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 27, 2025

PC :

1. Despite being listed at the request of the Petitioner, none appears today. Stand over to *April 9, 2025* on the "*Main Board*".
2. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION PETITION (L) NO. 36946 OF 2024

Supreme Transport Organization Pvt. Ltd. .Petitioner

Versus

The New India Assurance Co. Ltd. .Respondent

Advocate appeared through VC hence, appearance is not tendered.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : March 17, 2025

PC:

1. To enable the Respondent to present it's say and also enable Advocate for the Petitioner to examine whether this matter is worth pursuing at all, stand over to **April 01, 2025** under the caption "**Section 29-A**".

(SOMASEKHAR SUNDARESAN, J.)



consequential, submission is that there is therefore no arbitrable dispute at all.

3. I have considered the submissions and in my view these are submissions that need to be made before the arbitral tribunal as they fall squarely within the frame of Section 16 of Arbitration and Conciliation Act 1996. It is for the arbitrator to decide his own jurisdiction, competence and whether any particular dispute or claim is indeed arbitrable. A Court in a Section 11 Application is only required to look at the existence of an arbitration agreement and nothing beyond that.

4. In fairness to Mr Vidyarthi, therefore, I will leave all contentions in this regard expressly open and I am making a specific provision below permitting the Respondent to file a substantive application under Section 16 of the Arbitration and Conciliation Act 1996.

5. I do however think it necessary to observe that although there is some law to indicate that the arbitrator may in his discretion defer such questions to the final hearing of the arbitration, having regard to the manner in which Mr Vidyarthi has framed his objection, I believe the arbitrator is required to decide the Section 16 Application first before proceeding with the Arbitration, if at all.



6. Hence the following order:
- (a) **Appointment of Arbitrator:** Mr Minoo Siodia, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Aircraft Insurance Policy dated 16th October 2018.
- (b) **Communication to Arbitrator of this order:**
- (i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Applicant within one week from the date this order is uploaded.
- (ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:
- Arbitrator/s** Mr Minoo Siodia, Advocate.
- Address* Mistry Mansion, 2nd Floor, 107,
MG Road, Fort,
Mumbai 400 001
- Mobile* 98200 62104
- Email* siodia@hotmail.in
- (c) **Disclosure:** The learned Sole Arbitrator is requested to forward the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration



Act to the Prothonotary and Senior Master of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently before entering upon the reference to arbitration. That statement will be retained by the Prothonotary & Senior Master on the file of this application. Copies will be given to both sides.

- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
- (e) **Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.
- (f) **Section 16 application:** The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are left open.
- (g) **Interim Application/s:**
 - (i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications



under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator.

- (ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

- (h) Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

- (i) Sharing of costs and fees:** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.

- (j) Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.

- (k) Venue and seat of arbitration:** Parties agree that the venue and seat of the arbitration will be in Mumbai.

(G. S. PATEL, J)



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION APPLICATION NO. 33 OF 2020

Supreme Transport Organization Pvt Ltd Petitioner

V/S

The New India Assurance Company Pvt. Ltd. Respondent

WITH

COMMERCIAL ARBITRATION APPLICATION LODGING NO. 543 OF 2019

Supreme Transport Organisation Pvt. Ltd. Petitioner

V/S

The New India Assurance Company Pvt. Ltd. Respondent

Mr Rajesh Patil i/b Meghana M. Kadam For Petitioner

Mr Asim Vidyarthi for the Respondent

CORAM : G.S. PATEL, J

DATE : 11th February, 2020

P.C. :

By consent Stand Over to 12/02/2020

(ASSOCIATE)



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION APPLICATION NO. 33 OF 2020

Supreme Transport Organization Pvt Ltd Petitioner

V/S

The New India Assurance Company Pvt. Ltd. Respondent

WITH

COMMERCIAL ARBITRATION APPLICATION LODGING NO. 543 OF 2019

Supreme Transport Organisation Pvt. Ltd. Petitioner

V/S

The New India Assurance Company Pvt. Ltd. Respondent

An Advocate i/v Meghana M. Kadam For Petitioner

Mr Asim Vidyarthi for the Respondent

CORAM : G.S. PATEL, J

DATE : 10th February, 2020

P.C. :

By consent Stand Over to 11/02/2020

(ASSOCIATE)