

AP 323 of 2020

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

M/S. SALTEE PRODUCTION PVT. LTD.
VERSUS
M/S. INDUS TOWER LIMITED AND ANR.

BEFORE:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

Date : 19th November, 2020.

Appearance:
Mr. Rahul Karmakar, Adv.

Mr. Dipranjan Mukhopadhhay, Adv.
Mr. Souvik Ghosh, Adv.

Mr. Atish Ghosh, Adv.
Mr. Jit Roy, Adv.

The Court : This is an application filed under Section 11 of the Arbitration & Conciliation Act, 1996. Learned Counsel appearing for the petitioner submits that the dispute between the parties arises out of a Leave and Licence Agreement dated 1st April, 2002 along with a Supplementary Agreement dated 4th April, 2016. The arbitration clause is contained in Clause 9 of the agreement, which provides for reference of the dispute to a sole Arbitrator in accordance with the 1996 Act.

Learned Counsel places two letters dated 9th July 2020 and 4th August, 2020 which outline the disputes between the parties. The second letter is the letter of invocation referring the disputes to a sole Arbitrator.

Learned Counsel for the respondents is present in Court and hands up a letter dated 19th October, 2020 from the respondents addressed to the advocate

of the petitioner and agreeing to Justice Alok Chakraborty (Retd.) being appointed as sole Arbitrator for the purposes of adjudicating the disputes.

Upon hearing learned Counsel for the parties, there is no doubt that a dispute has arisen between the parties and which has been clearly mentioned in the letter dated 9th July, 2020 issued by the petitioner. The dispute is with regard to payment of dues as stipulated in the Leave and Licence Agreement and which, according to the petitioner, has not been paid by the respondents. A total sum of Rs.27,64,088/- has been stated to be the principal sum which is due from the respondents. The reply of the respondents by e-mail dated 5th September, 2020 shows that the respondents have also recognized the existence of the dispute.

Since the letter of invocation dated 4th August, 2020 has been accepted by the respondents in choosing Justice Alok Chakraborty (Retd.) out of the three suggested names, AP No.323 of 2020 is disposed of by appointing Justice Alok Chakraborty (Retd.) as the sole Arbitrator in terms of Clause 9 of the agreement between the parties.

The fees of the learned Arbitrator and other necessary and incidental expenses shall be fixed by the learned Arbitrator and be equally borne by the parties. The learned Arbitrator will be entitled to secretarial and other help as considered necessary. The venue of arbitration will be decided by the learned Arbitrator according to the mutual convenience of the parties.

Since no affidavit-in-opposition has been filed, the allegations in the application are deemed not to have been admitted.

(MOUSHUMI BHATTACHARYA, J.)