

OD-34

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(Via Video Conference)

AP/346/2020

PRAYAAS AUTOMATION PRIVATE LIMITED
Versus
UNISEVEN ENGINEERING AND INFRASTRUCTURE
PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE ASHIS KUMAR CHAKRABORTY

Date : 8th December, 2020

Appearance:
Mr. Jishnu Chowdhury, Adv.
...for the petitioner

Mr. Soumajit Ghosh, Adv.
Ms. S. Ganguli, Adv.
Mr. Rohit Banerjee, Adv.
...for the respondent

The Court: In this application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (in short, "the Act of 1996"), the petitioner has prayed for appointment of a sole arbitrator to adjudicate the disputes arisen between the parties relating to and arising out of the purchase order dated March 3, 2018 (hereinafter referred to as "the said purchase order") issued by the respondent to the petitioner. Clause 12 of the said purchase order provides that all disputes and difference arising between the parties herein shall be decided through arbitration under the Act of 1996. The venue of the arbitration has been

mentioned to be in Kolkata. According to the petitioner, the respondent has wrongfully failed to pay the price of the goods delivered to it under the said purchase order. Accordingly, as on October 8, 2020 the respondent was liable to pay Rs.1,13,49,220/-. The issuance of the notice by the petitioner dated August 26, 2020, under Section 21 of the Act of 1996 and receipt thereof is not in dispute between the parties. The respondent has, however, refused to accept the person named by the petitioner in the said notice dated August 26, 2020 as the sole Arbitrator. Therefore, there has been a failure of the agreed procedure for appointment of the Arbitrator to adjudicate the disputes between the parties relating to the said purchase order. Even Mr. Ghosh, advocate appearing for the respondent submits that this Court could appoint the Arbitrator as prayed for by the petitioner.

For the reasons as aforesaid, the application by the petitioner succeeds. Mr. Samit Talukdar, Senior Advocate, Bar Library Club is appointed as the sole Arbitrator to adjudicate the disputes between the parties relating to the said purchase order dated March 3, 2018.

The learned Arbitrator would be free to fix his fees which shall be borne by the parties in equal share. The Arbitrator shall also be entitled to engage a stenographer

and the secretarial staff whose remuneration shall also be borne by the parties in equal share.

With the above directions, the application, A.P. No. 346 of 2020 is disposed of without any order as to costs.

(ASHIS KUMAR CHAKRABORTY, J.)

TO