

AP No. 5 of 2021
IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

CKJ INVESTMENTS PVT. LTD.
VERSUS
EMKAY GLOBAL FINANCIAL SERVICES LIMITED

BEFORE:
The Hon'ble JUSTICE DEBANGSU BASAK
Date: 9th April, 2021

(Via Video Conference)

Appearance:
Mr. Reetobrata Mitra, Adv.
Mr. Pradip Kumar Sarawagi, Adv.
For the petitioner.

The Court :- Affidavit of service filed in Court be taken on record.

In this application under Section 11[6] of the Arbitration and Conciliation Act, 1996, the petitioner seeks appointment of an arbitrator.

Learned Advocate appearing for the petitioner submits that, the parties entered into a deed of lease dated March 19, 2019 in respect of an immovable property. The parties also entered into an agreement for fitment charges dated March 19, 2019. He submits that, the present application be limited to the deed of lease dated March 19, 2019.

Learned Advocate appearing for the petitioner submits that, the petitioner invoked the arbitration clause contained in the deed of lease dated March 19, 2019 consequent upon dispute arising between the parties. By the letter dated September 24, 2020 the respondent did not agree to the nominated

The parties entered into a deed of lease dated March 19, 2019. Such deed of lease contains an arbitration clause which is as follows:-

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Disputes and differences arose between the parties with regard to the deed of lease. The petitioner by a letter dated September 24, 2020 referred such dispute to arbitration. The respondent did not agree to the appointed arbitrator.

In such circumstances, since there subsists disputes between the parties and the claim of the petitioner cannot be said to be barred by limitation, it would be appropriate to refer the disputes to arbitration.

In such circumstances, Mr Justice Pratap Kumar Ray (Retired) is appointed as Arbitrator in terms of clause 9 of the deed of lease dated March 19, 2019. The learned Arbitrator is at liberty to fix his remuneration to be shared by the parties equally. The parties will bear their costs and expenses of the arbitration in equal share.

The parties are at liberty to inform the Arbitrator of this order.

Learned Advocate appearing for the petitioner submits that, liberty may be granted to the petitioner so far as the other agreement is concerned.

Since the petitioner limits the prayer to the deed of lease, it would be open to the petitioner to pursue its remedies with regard to the agreement for fitment charges in accordance with law before the appropriate forum.

AP No. 5 of 2021 is disposed of accordingly.

(DEBANGSU BASAK, J.)