

ORDER SHEET

AP/39/2021

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

M/S. BBTA RCPL (JV)
VERSUS
PRAKASH CHANDRA MOHANTY

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

Date : 24th March, 2021.

(Via Video Conference)

Appearance:

Mr. Anirban Majumder, Adv.

Mr. Somnath De, Adv.

Mr. Sanjoy Bose, Adv.

Mr. Priyankar Basu Mullick, Adv.

The Court: In this application under Section 11(6) of the Arbitration and Conciliation Act, 1996, the petitioner seeks appointment of an Arbitrator.

The parties entered into a memorandum of understanding which contains a clause for arbitration. The clause is as follows:-

“4. Arbitration:

Any dispute in relation to or arising out of this MOU shall be resolved amicably by the parties. Unresolved disputes shall be referred to Arbitration. The venue of Arbitration shall be Kolkata. Laws of India shall be the governing laws under this MOU.

The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement.”

The venue of arbitration was agreed to be at Kolkata.

The Court is informed that the respondent approached the Cuttack High Court for appointment of an Arbitrator, which was allowed to be withdrawn for

the petitioner to approach this Hon'ble Court by the order dated February 26, 2021.

Learned Advocate appearing for the respondent submits that, the respondent has a counter-claim.

The claims are live. The petitioner invoked the arbitration clause by a letter dated September 18, 2020. The respondent also wants arbitration.

In such circumstances, it would be appropriate to refer the claims and counter-claim of the parties to arbitration in terms of the arbitration agreement existing between the parties.

Mr. Mainak Bose, Advocate, Bar Library Club, is appointed as the Arbitrator in terms of the arbitration agreement existing between the parties.

Learned Arbitrator is at liberty to fix his remuneration to be shared equally by the parties. The cost and expenses of the arbitration will be borne by the parties in equal shares.

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

AP 39 of 2021 is disposed of accordingly.

(DEBANGSU BASAK, J.)