

OD-28

ORDER SHEET

AP 153 of 2021

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

AMIT KUMAR LADHA
VS
CITYLIFE RETAIL PVT LTD

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

Date: March 24, 2021.

[Via Video Conference]

Appearance:

Mr. Rupak Ghosh, Adv.

Mr. Arun Kr. Mishra, Adv.

Mr. S. Mishra, Adv.

Mr. Rahul Soni, Adv.

The Court : 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 respondent submits that, there is no arbitration agreement between the parties. He submits that, the so called arbitration clause in the invoices cannot be construed as the agreement for arbitration, in view of the fact that the respondent never accepted such clause for arbitration in writing. According to him, in order to have a valid arbitration agreement between the parties, the same must be in writing and governed from the correspondence exchanged between the parties at the very least.

In the facts of the present case, the respondent not having reacted to the invoices raised by the petitioner which allegedly contains the arbitration clause, it cannot be contended that, there is a valid arbitration agreement.

There is substance in the contention of the respondent.

Existence of the arbitration agreement has not been established by the petitioner.

In such circumstances, AP 153 of 2021 is dismissed.

This, however, will not be construed to be a pronouncement on the merits of the other claims of the rival parties.

(DEBANGSU BASAK, J.)