

ORDER SHEET

OD-31

AP No. 155 of 2021
IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

INDRANIL MUKHERJEE
VERSUS
AANKITH ARORAA AND ANR.

BEFORE:
The Hon'ble JUSTICE DEBANGSU BASAK
Date: 23rd March, 2021.

(Via Video Conference)

Appearance:
Mr. Anindya Lahiri, Adv.
Mr. Samrat Dey Paul, Adv.
For the petitioner.

Mr. M. P. Gupta, Adv.
Mr. Ayan Mitra, Adv.
For the respondents.

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

The petitioner entered into an agreement on July 1, 2017 with one Mr. Rajeev Arora since deceased. The respondents are the heirs and legal representatives of Mr. Rajeev Arora. By such agreement Mr. Rajeev Arora since deceased acknowledged the amount lent and advanced by the petitioner to him. He promised to repay the same by July 31, 2020. The agreement contains an arbitration clause. The petitioner initiated proceedings, inter alia, under Section

138 of the Negotiable Instrument Act against Mr. Rajeev Arora. Mr. Rajeev Arora, however, expired.

The respondent no.1 is the son of Mr. Rajeev Arora and the respondent no.2 is the widow of Mr. Rajeev Arora.

The petitioner demanded arbitration by writing dated January 29, 2021. The parties agreed to arbitration.

It is contended on behalf of the respondents that, the respondents did not enter into the arbitration agreement. There is certain over writings in the agreement and, therefore, the same is not binding. The respondents reside in Haryana and, therefore, it cannot be claimed that, the respondents agreed to a mutual settlement. The respondents did not receive a copy of the agreement.

Each of the contentions of the respondents are specious and without any substance. The fact that, the respondents are the heirs and legal representatives of the deceased, Mr. Rajeev Arora, is not disputed. As successors of such deceased they are liable to and bound by the agreement entered into by the deceased. The respondents are also bound by the arbitration agreement that, the deceased entered into. The allegation of our writing can be looked into by the Arbitration if raised. Such allegation is not with regard to the arbitration agreement whether or not there was a valid and binding mutual settlement again can be looked into by the Arbitrator, if raised. The respondents were served with the petition which contains a copy of the agreement.

In such circumstances, Mr. Partha Sarathi Bhattacharjee, Senior Advocate Bar Association, Phone No. 9831218250 is appointed as the Arbitrator

in terms of the arbitration agreement between the parties. The learned arbitrator is at liberty to fix his remuneration, which will be shared equally by the parties. The parties will bear the costs and expenses of the arbitration in equal share.

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

AP No. 155 of 2021 is disposed of accordingly.

(DEBANGSU BASAK, J.)

snn.