

ORDER

OD-6

AP/217/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

ORIGIN COMMODITIES PRIVATE LIMITED
VERSUS
MIMI PAL

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
Date: 24th November 2021.

[Via Video Conference]

APPEARANCE:

Mr. Arif Ali, Advocate,
.....for the Applicant.

The Court:- This application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed for appointment of an Arbitrator to resolve the dispute between the parties.

The affidavit of service has been placed on record by the applicant indicating that the respondent is duly served long back. In spite of service of notice, no one is present on behalf of the respondent to oppose this application.

It is pointed out by the learned counsel for the applicant that the lease agreement dated 1st November 2018 was executed by the applicant leasing out the property in question to the respondent and the said agreement contains an arbitration clause. It has been pointed out that the respondent had committed default in payment of the rent and was operating the spa in the premises in question without taking due permission. Therefore, the lease was terminated, but the respondent has not vacated the premises. Hence, the notice dated 20th February 2021 was served upon the respondent by the applicant indicating the arbitration clause and suggesting the name of the arbitrator, but no action was taken by the respondent. Hence, the present AP has been filed.

The lease agreement dated 1st November 2018 contains the following arbitration clause:-

“ARBITRATION--- *All disputes and differences by and between the parties hereto in any ways relating to or connected with the said Demised Premises and/or this Lease Agreement and/or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed by the parties hereto and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The arbitrator shall have the right to proceed summarily and to make interim awards.”*

Since no one is present for the respondent, therefore, the above lease agreement and the arbitration clause have remained undisputed. Considering the plea raised in the application, I am of the opinion that the dispute exists between parties which is required to be decided by the appointment of an arbitrator.

Hence, AP No.217 of 2021 is disposed of by appointing Mr. Soumya Dasgupta, Advocate, 114H/4, Ananda Palit Road, Kolkata – 700 014 (M:9830576448) as the arbitrator to resolve the dispute between the parties.

(PRAKASH SHRIVASTAVA, C.J.)