

OD-2

ORDER SHEET  
IN THE HIGH COURT AT CALCUTTA  
ORDINARY ORIGINAL CIVIL JURISDICTION  
(Via Video Conference)

AP/276/2018

SPECTS WORLD PVT. LTD.  
VERSUS  
MRS. CHANDRANI ROY & ANR.

BEFORE:  
The Hon'ble JUSTICE DEBANGSU BASAK  
Date: 9<sup>th</sup> March, 2021.

*Appearance:*  
*Mr. Arindam Maitra, Adv.*  
*...for the petitioner*

The Court :- By this application under Section 11(6) of the Arbitration and Conciliation Act, 1996, the petitioner seeks an appointment of an arbitration to arbitrate the disputes between the parties.

None appears for the respondents despite service.

It appears from the records made available to Court that, the respondents represented that they were the joint owners of shop room and that they were willing to lease out the same to the petitioner. The petitioner issued a Letter of Intent dated March 2, 2017 which the parties signed. The Letter of Intent contains an arbitration clause.

The arbitration clause in the Letter of Intent is as follows:-

*“22. The LOI will be subject to arbitration for any disputes as per Indian arbitration law at Kolkata.”*

Disputes and difference arose between the parties with regard to the subject matter of the Letter of Intent dated March 2, 2017. The petitioner made a reference of such disputes to arbitration by a letter dated February 9, 2018. Such letter was sent under speed post and registered post with acknowledgement due card.

In such circumstances, disputes and differences between the parties remaining outstanding and such disputes and differences being covered by the arbitration agreement entered into between the parties, it would be appropriate to appoint Mr. Saryati Datta, Advocate, Bar Association, Room No. 4, Mobile No. 9831335954 as the arbitrator. The learned arbitrator is at liberty to fix his remuneration. The parties will bear the costs, expenses and charges of the arbitration.

A.P. No. 276 of 2018 is disposed of accordingly.

(DEBANGSU BASAK, J.)