

ORDER

OD-4

AP/326/2021
IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION

VEDANT JALAN
VERSUS
WOW MOMO FOODS PRIVATE LIMITED

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
Date: 30th November 2021.

[Via Video Conference]

APPEARANCE:

Mrs. Noelle Banerjee, Advocate
Mrs. Debjani Chatterjee, Advocate
Mr. Akash Agarwal, Advocate
Ms. Aryaa Chatterjee, Advocate
Mr. Debartha Chakraborty, Advocate
.....for the applicant

The Court:- None is present for the respondent though served. Referring to the three affidavits of service, learned counsel for the applicant has pointed out that the respondent has been served thrice in the matter.

This application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed for appointment of the Arbitrator.

Learned counsel for the applicant has pointed out that the agreement dated 1st April, 2015 was entered into between the parties whereby the applicant has given the space belonging to him to the respondent to conduct the retail business. She has also pointed out that the respondent has not paid the conducting fee and has not vacated the premises even after the expiry of the lease period. Therefore, in terms of Section 21 of the Act, notice dated 9th June, 2021 was given by the applicant to the respondent proposing the name of the arbitrator to resolve the dispute. But in spite of service of the said notice, no response was received from the respondent. Therefore, this AP has been filed.

The Agreement dated 1st April, 2015 contains the following arbitration clause:-

“10. ARBITRATION

10.1 Any dispute or difference arising between the parties shall be resolved amicably at the first instance. Unresolved disputes, controversies, contests, disputes, if any shall be submitted to arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 along with the rules thereunder and any amendments thereto. The arbitration shall be conducted in English. The decision/award of the arbitrator shall be final/conclusive and binding on the Parties. The seat of the arbitration shall be at Kolkata. “

In spite of service of notice, the respondent has not chosen to appear before this Court and oppose the arbitration agreement or the aforesaid clause or service of notice and existence of the dispute. Hence, I am of the opinion that a case for granting of prayer for appointment of arbitrator in terms of the arbitration agreement is made out.

AP No.326 of 2021 is allowed. Mr. Sukumar Bhattacharyya, Advocate (Mobile No.9830426164) of this Court is appointed as arbitrator to resolve the dispute between the parties.

(PRAKASH SHRIVASTAVA, C.J.)