

HIGH COURT AT CALCUTTA
(ORIGINAL SIDE)

AP/331/2021

(Through Video Conferencing)

INDIAN OIL CORPORATION LIMITED

.... Appellant(s)

Through : Mr. Subhrendu Halder, Advocate

v/s

M/s. MAA DURGA ENTERPRISE

....Respondent(s)

Through : Mr. Satadeep Bhattacharyya,
Advocate

Coram : HON'BLE JUSTICE RAJESH BINDAL, CHIEF JUSTICE (ACTING)

ORDER

1. The present application has been filed for appointment of an arbitrator on account of the dispute arising out of an agreement executed between the parties on August 31, 2017.

2. The arbitration clause in the agreement entered into between the parties, which has not been disputed, reads as under:-

“45) a) If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this agreement (and whether before or after the termination) Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution and settlement is reached within a period of thirty (30) days from the date on which the

dispute or difference arose, such dispute or difference shall be referred to a mutually acceptable sole Arbitrator. The existence of any dispute or difference or the initiation of continuation of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement. The outcome of the Arbitration shall be binding upon the parties involved. The Indian Arbitration and Conciliation Act 1996 as amended by The Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under the clause.

The seat of arbitration shall be at Kolkata.

(b) The parties hereby agree that the court in the city of Kolkata alone shall have jurisdiction to entertain any application or award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement.”

3. Learned counsel for both the parties have agreed for appointment of a retired district judge as sole arbitrator to resolve the disputes between the parties.
4. Accordingly, Mr. Samar Roy, (Retired District Judge), resident of 50A, P.M. Roy Road, Chetla, Kolkata – 700027, (Mobile No. 9434212295) is appointed as Arbitrator to settle the disputes between the parties.
5. The present application is accordingly disposed of.

KOLKATA
16.08.2021
akg//s.kumar

(RAJESH BINDAL)
CHIEF JUSTICE (ACTING)