

IN THE HIGH COURT AT CALCUTTA
(Original Side)

A.P. No. 333 of 2021
(Through Video Conferencing)

CHATTERJEE CLEANING ARTS SERVICES PRIVATE LIMITED

....Petitioner(s)

Through : Mr. Sudip Deb,
Mr. Riju Ghosh,
Ms. Sayantika De, Advocates

v/s

RENTAL STAY PVT. LTD. (PLACIO)

....Respondent(s)

Through : (None)

Coram : HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA,
CHIEF JUSTICE

O R D E R

1. This application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed by the applicant for appointing an independent arbitrator to resolve the disputes between the parties.

2. The notice of this application has duly been served upon the respondent which is clear from the affidavit of service filed on behalf of the petitioner as also from the proceedings dated 28.09.2021.

3. The case of the applicant is that the agreement dated 1st of July, 2018 was entered into between the parties whereby the respondent had appointed the applicant to provide the services as set out in annexure 'A' to the agreement. The

applicant had provided services in pursuance to the agreement and had raised the bills but the same were not paid, hence the dispute arose. The applicant had sent a notice dated 25.02.2019 disclosing the outstanding amount of Rs. 28,59,779/- proposing the nomination of the arbitrator invoking the arbitrator clause. The respondent in the reply dated 19th March, 2019 had proposed the payment of bills in installments. It is alleged by the applicant that only one installment was paid and further installments were not paid. Hence, fresh notice dated 5th April, 2021 was sent by the applicant with a prayer to appoint an arbitrator to resolve the dispute but the needful was not done by the respondent. Hence, the present application has been filed.

4. The agreement dated 1st of July, 2018 contains the following arbitration clause:

“10. ARBITRATION:

- a) If any dispute and/or disputes arise and/or arises out of this and/or in connection with this agreement, the same shall be referred to the sole arbitration to be appointed by Chatterjee Cleaning Arts Services Private Limited for adjudication of the same in accordance with the Arbitration and Conciliation Act, 1996. In case any dispute and/or disputes is and/or are referred to the court, the courts in Kolkata shall have exclusive jurisdiction to adjudicate such dispute.”

5. Since, in spite of service of notice in the present application, no one has appeared to contest the matter, therefore, the arbitration agreement as also the dispute alleged by the applicant have remained unrebated.

6. Considering the above aspect of the matter I am of the opinion that an independent arbitrator needs to be appointed to resolve the dispute raised between the parties.

7. Hence, Mr. Mahadeb Ghosh (Retired District and Sessions Judge), resident of Malipara, Post and P.S. Haripal, District-Hooghly, 712403, (Mob. No 9830911359) is appointed as arbitrator to settle the dispute between the parties. The arbitrator shall be at liberty to fix his remuneration to be shared equally between the parties.

8. The application is also accordingly disposed of.

(PRAKASH SHRIVASTAVA)
CHIEF JUSTICE

KOLKATA
09.11.2021
PA(SS)