

ORDER SHEET

AP 476 of 2019  
IN THE HIGH COURT AT CALCUTTA  
ORIGINAL CIVIL JURISDICTION  
ORIGINAL SIDE

INTELLIGENT LEGAL RISK MANAGEMENT  
SOLUTIONS LLP. (IPLEADERS)

VS

THE WEST BENGAL NATIONAL UNIVERSITY OF  
JURIDICAL SCIENCES

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

Date: 4th March, 2021.

(Via Video Conference)

Ms. Nilanjana Adhya,  
Ms. Sanghita Mukherjee, Advs.  
...for the petitioner  
Mr. Ritwik Pattanayak, Adv.  
...for the respondent

The Court: The parties entered into a Memorandum of Understanding dated October 18, 2011. The Memorandum of Understanding contains the following arbitration clause :

- i) In the event of any dispute or difference arising between the Parties in connection with this Agreement the aggrieved Party shall notify the other of the issue dispute. The Parties shall attempt to reach an amicable solution by mutual discussion within thirty days.
- ii) In case the issue dispute cannot be resolved through mutual discussion, the Parties shall refer the issue/dispute to a single arbitrator, who shall be mutually agreed between the Parties. If the Parties are unable to mutually agree on an arbitrator then the arbitrator shall be appointed under the Arbitration and Conciliation Act, 1996.

- iii) The arbitration proceedings shall be held under the provisions of the Indian Arbitration and Conciliation Act, 1996 or any of its subsequent amendments, and the proceedings shall be governed by Indian Laws.
- iv) The arbitration proceedings shall be in English. The venue of the arbitration proceedings shall be Kolkata.
- v) During the conduct of arbitration proceedings the Parties shall bear their respective cost of the proceedings. Eventually, all costs and expenses of the arbitration shall be borne by the Party/Parties as may be directed in the manner awarded by the arbitrator.
- vi) The Parties herein further agree that if there is any contest or claim to the arbitral award, the Courts at Kolkata shall have jurisdiction over the same.”

The Memorandum of Understanding dated October 18, 2011 was renewed from time to time. Last of the renewal is of June 28, 2015.

Disputes and differences arose between the parties which are governed by the arbitration clause quoted above. The petitioner issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996 on January 10, 2019.

The parties are yet to refer the disputes to an arbitrator in terms of the arbitration clause.

There is no dispute as to the existence of the arbitration clause between the parties.

In such circumstances, it would be appropriate to appoint Mr. Supriyo Bose, senior advocate, Bar Library Club as an arbitrator in terms of the arbitration agreement.

Learned arbitrator is at liberty to fix his remuneration. The parties will bear the costs, expenses and charges of the arbitration. The parties will communicate this order to the learned arbitrator.

Since the petitioner did not file any affidavit in reply, allegations made in the opposition are deemed to be denied.

AP 476 of 2019 is disposed of accordingly.

(DEBANGSU BASAK, J.)

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