

ORDER SHEET
AP 591 OF 2019
IN THE HIGH COURT AT CALCUTTA
Original Civil Jurisdiction
Original Side

ULTRATECH CEMENT LTD.
Versus
MADHUSUDAN KEJRIWAL

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

Date : 24TH March, 2021.

Appearance :
Mr. Anirban Kar, Adv.
Ms. Nibedita Mukherjee, Adv.
Mr. Pramit Kr. Shee, Adv.
...For the Petitioner

Mr. Saptarshi Banerjee, Adv.
Mr. N. Berlia, Adv.
Ms. A. Jain, Adv.
...For the Respondent

The Court :- In this application under Section 11[6] of the Arbitration and Conciliation Act, 1996, the petitioner seeks appointment of an arbitrator.

Learned Advocate appearing for the petitioner submits that, the petitioner filed a separate application in respect of the agreement to lis amenities and fit-outs.

He submits that, the present application should be limited to the lease deed. The respondent is represented.

Both the agreements contain arbitration clauses. However, since the petitioner is limiting the present application to the deed of lease which also

contains an arbitration agreement and the claim not barred by limitation, it would be appropriate to appoint arbitrator.

Mr. Rupak Ghosh, Advocate, Bar Library Club is appointed as an arbitrator in terms of the arbitration agreement of the lease deed. The learned arbitrator is at liberty to fix his remuneration, which will be shared equally by the parties. The parties will bear the costs and expenses of the arbitration in equal share.

The parties are at liberty to inform the arbitrator of this order.

AP No. 591 of 2019 is disposed of accordingly.

(DEBANGSU BASAK, J.)

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