

AP/424/2021
IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION

INTELLIGENT LEGAL RISK MANAGEMENT SOLUTIONS LLP
VERSUS
THE WEST BENGAL NATIONAL UNIVERSITY OF JUDICIAL SCIENCES

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
Date: 9th December, 2021.

[Via Video Conference]

APPEARANCE:

Ms. Nilanjana Adhya, Advocate
Ms. Sangeeta Mukherjee, Advocate
Mr. Subhankar Das, Advocate
.....for the applicant

The Court:- This application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed for appointment of arbitrator to resolve the disputes between the parties.

In spite of service of notice, no one has appeared in the matter today. In the previous date also, no one was present.

Learned counsel for the applicant has pointed out that the MOU dated 6th September, 2016 was entered into between the parties and the said MOU contains the following arbitration clause:-

“9. Settlement of Disputes and Jurisdiction

The Parties agree that 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. In case of failure to resolve disputes amicably, the parties will resort to alternative dispute resolution mechanisms such as arbitration, mediation or conciliation. If all other processes fail, the parties shall resort to arbitration for effective and binding resolution of disputes.”

It is pointed out that the dispute has arisen between the parties hence the applicant had sent the notice dated 10th January, 2019 invoking the arbitration clause and suggesting the name of the sole arbitrator. The said

notice was duly served upon the respondent but no response has been received.

The respondent has not chosen to appear before this Court, therefore, the MOU containing the arbitration clause has remained undisputed.

Since the arbitration agreement exists and the dispute has arisen, therefore, the case is made out to appoint the arbitrator in terms of Section 11 of the Act. Hence, AP No.424 of 2021 is allowed by appointing Ms. Sanghamitra Nandy, Advocate (M:9831119328) as arbitrator to resolve the disputes between the parties.

(PRAKASH SHRIVASTAVA, C.J.)