

ORDER

OD-3

AP/763/2018  
IN THE HIGH COURT AT CALCUTTA  
ORDINARY ORIGINAL CIVIL JURISDICTION

M/S. KOHINOOR PAPER AND NEWSPRINT PVT. LTD.  
VERSUS  
M/S. SHREE SHYAM SALES AND TRADING CORPORATION & ORS.

BEFORE:  
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA  
Date: 23<sup>rd</sup> November 2021.

[Via Video Conference]

APPEARANCE:

Mr. Sanjib Dawn, Advocate  
.....for the Applicant.

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

Learned counsel for the applicant has filed the affidavit of service indicating that the respondents are served in the matter.

In spite of service of notice, no one is present on behalf of the respondents to oppose the present application.

The case of the applicant is that the Purchase Order dated 08.10.2015 was issued in favour of the respondents for supply of Suction Couch Roll Shell Machine and an advance of Rs.40 lakh was paid in three instalments. The respondents had received the said amount but no supplies have been made. Hence, the applicant invoking the arbitration clause had issued the notice dated 25<sup>th</sup> July 2017 to the respondents proposing the name of the arbitrator, but the respondents have not replied to the said notice. Hence, the present application is filed.

The Purchase Order dated 8<sup>th</sup> October 2015 contains the following arbitration clause:-

*“11.0 Arbitration: In case of any disputes arising out of or in relation to this order including the true and correct interpretation of the terms and*

*conditions hereof the parties shall resolve the same through conciliation. In case of failure to resolve the dispute, the matter shall be referred to the sole arbitrator- Mr. Paras Kochar, Advocate, 10, Princeep Street, Kolkata – 700001, under the Indian Arbitration and Conciliation Act, 1996. The Jurisdiction of the said arbitration proceedings shall be Kolkata High Court Exclusively.”*

The facts indicated above show that the dispute exists between the parties. The Purchase Order contains the arbitration clause and no one has appeared for the respondents before this Court to dispute the arbitration agreement. Hence, I am of the opinion that an independent arbitrator is required to be appointed to resolve the dispute between the parties.

Therefore, the present application is disposed of by appointing Mr. Souvav Sen, Advocate, 24, Prankrishna Chandra Lane, Kolkata – 700 053 (M:9831251607) as the Arbitrator to resolve the dispute.

(PRAKASH SHRIVASTAVA, C.J.)