

OD-11

ORDER SHEET

AP/1/2021

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

LABVANTAGE SOLUTIONS PRIVATE LIMITED
VS
BWA SERVICES PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE SHEKHAR B. SARAF

Date : 3rd August, 2022

Appearance:

Mr. Suryaneel Das, Adv.

Mr. Jibantaraj Dan Roy, Adv.

...for the petitioner

The Court: Heard Counsel appearing on behalf of the petitioner.

None appears on behalf of the respondent in spite of service on several occasions.

The arbitration clause in the work order is at paragraph 25 that is delineated below:-

“In the event any dispute arises out of or in connection with this Purchase order, the aggrieved party shall issue a written notice setting out the dispute/difference or claim to the other party and the Parties shall first attempt to resolve such dispute through friendly consultations. If the dispute is not resolved through friendly consultations within thirty (30) days from the date of receipt of written notice, the disputes shall be resolved through arbitration in accordance with the rules of Indian Council of Arbitration and shall be subject to the Arbitration and

Conciliation Act, 1996. One Arbitrator shall be mutually appointed, and arbitration shall be conducted in Kolkata, India, in English language. The Court of Kolkata shall have jurisdiction for all disputed matters.”

Subsequently, exchange of letters also indicates that the respondent does not deny that there is an arbitration clause in the agreement nor does it deny the agreement itself. It is also clear that there is a dispute between the parties.

In my view, an independent sole Arbitrator should be appointed for resolving the disputes between the parties.

Accordingly, Mr. Arik Banerjee (Mob. No. 9836710962) is appointed as Arbitrator.

The appointment is subject to submission of declaration by the Arbitrator in terms of Section 12(1) in the form prescribed in the Sixth Schedule of the Act before the Registrar, Original Side of this Court within four weeks from today.

Let this order be conveyed to the Arbitrator by the Registrar, Original Side forthwith.

AP/1/2021 is accordingly disposed of.

(SHEKHAR B. SARAF, J.)