

ODC-5

AP/57/2022
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(Via Video Conference)

SEIRRA INFRAVENTURE PVT LTD
VS
SREI EQUIPMENT FINANCE LIMITED

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 22nd February, 2022.

Appearance:-

Mr. Rohit Das, Adv.
Ms. Kishwar Rahman, Adv.

Mr. Paritosh Sinha, Adv.
Mr. Swatarup Banerjee, Adv.

The Court:- This is an application under Section 14 of the Arbitration and Conciliation Act, 1996 (the Act) whereby, the petitioner seeks termination of the mandate of the Arbitrator on the ground that, the appointment of the Arbitrator was contrary to the provisions of Section 12(5) of the Act read with Seventh Schedule.

This order is passed by consent of the parties.

The disputes between the parties arise out of a Master Lease Agreement dated 15 December, 2018 bearing no.176092 ("the agreement") entered into by and between the parties. The existence of an arbitration clause in the agreement is admitted.

In view of the disputes and differences which arise out of the agreement, by consent of the parties Mr. Rupak Ghosh, Advocate, Bar Library Club is appointed as an Arbitrator in terms of the arbitration clause contained in the agreement.

The Sole Arbitrator is at liberty to fix his own remuneration in accordance with the provisions of the Act and as prescribed under the Seventh Schedule. The remuneration of the Arbitrator is to be shared equally by the parties. The parties shall also jointly bear the costs and expenses of the arbitration in equal proportion.

It will be open to the sole Arbitrator to proceed from the stage reached by the erstwhile Arbitrator, subject to the Arbitrator granting an opportunity to the petitioner to file their pleadings in accordance with the law.

The erstwhile Arbitrator is hereby directed upon communication of this order, to forward all the records pertaining to this agreement to the sole Arbitrator appointed herein.

The parties unequivocally agree not to raise any objection to the appointment of the Sole Arbitrator appointed herein subject to any objection which the parties may be entitled to raise in future in accordance with the provisions of the Act.

Since the respondent has not filed any affidavit-in-opposition, the allegations contained in this application are denied by the respondent.

In view of the aforesaid, AP No.57 of 2022 stands disposed of.

(RAVI KRISHAN KAPUR, J.)

D.Ghosh