

ORDER SHEET
AP/272/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

SALIL KUMAR MITRA
Versus
SHAHNAWAZ KHAN

BEFORE:
The Hon'ble JUSTICE SHEKHAR B. SARAF
Date: 27th April, 2022.

Appearance:
Mr. Sanjib Dawn, Adv.
...for the petitioner

The Court: In spite of several chances being granted to the respondent, no affidavit-in-opposition has been filed by them.

None has appeared on behalf of the respondent in Court when the matter was called on today.

On perusal of the documents it appears that there is an arbitration clause in the Leave and Licence Agreement dated 16th June, 2017. The arbitration clause is provided below:

“Article 18 – Arbitration

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any of the provisions of this Agreement or regarding any question including the question as to whether the termination of the Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such disputes amicably. In case of failure of the Parties to settle such disputes within 15 days, either Party shall be entitled to refer the

disputes (if legally possible) to arbitration. The arbitration shall be conducted by a sole Arbitrator mutually appointed, or in case of disagreement as to the appointment of a sole Arbitrator, by three (3) Arbitrators of which each Party shall appoint one (1) Arbitrator and the third Arbitrator shall be appointed by the two appointed Arbitrators. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of the arbitration proceedings shall be in English. The provisions of this Article 18 shall survive the termination of this Agreement for any reason whatsoever. The place of Arbitration is Kolkata.”

Subsequently, on disputes having arisen, a notice under Section 21 of the Arbitration and Conciliation Act, 1996 was issued on April 12, 2021 wherein a claim of Rs.98 lakhs (approximately) has been made by the petitioner. In my view, an Arbitrator is required to be appointed to resolve the disputes between the parties.

Accordingly, Mr. Jishnu Saha, Senior Advocate, Bar Library Club, 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/272/2021 is, accordingly, disposed of.

(SHEKHAR B. SARAF, J.)