

AP/322/2021

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONSMT. DOYEL BHOWMIK
VERSUS
SRI JIBITESH KUNDU & ANR.BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 15TH MARCH, 2022

APPEARANCE:

Mr. Abhirup Chakraborty, Advocate
.....for the petitioner.Mr. Arik Banerjee, Advocate
Mr. Joyjit Dutta, Advocate
.....for the respondents

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

The Arbitration Agreement in the form of Partnership Deed dated 3rd April, 2013, which contains the following arbitration clause, is not in dispute:

“24. That in case of any dispute or difference which may arise amongst the partners or their representatives in regard to the construction, meaning and effect of this deed or any part thereof, or in respect of the accounts, profit and loss of the business or the rights, duties and liabilities of the partners under this deed or dissolution of the firm or any other matter relating to the firm, shall be referred to arbitration and decision of an arbitrator or arbitrators appointed by the partners in terms of ARBITRATION AND CONCILIATION ACT, 1996 including its statutory modification and reenactment, shall be final and binding upon all the partners.”

It is also not in dispute that due notice invoking the arbitration clause was served for appointment of the independent arbitrator to resolve the dispute between the parties and that the dispute exists.

Having regard to the aforesaid, a case for appointment of an arbitrator is made out. Accordingly, Mr. Soumya Dasgupta, Advocate (Mob.No.9830576448) is appointed as Arbitrator to resolve the dispute between the parties.

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 is accordingly disposed of.

(PRAKASH SHRIVASTAVA, C.J.)