

AP/129/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONREPROSCAN TECH PARK LLP
VERSUS
SINGPOST (INDIA) PVT. LTD.BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 10TH JUNE, 2022APPEARANCE:
Ms. Sristi Barman Roy, Advocate
Mr. R. N. Ghose, Advocate
Ms. Pritha Ghose, Advocate.

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

Though the respondent is served in the matter but nobody is present to oppose the present application.

The case of the applicant is that the lease agreement dated 11th May, 2019 was executed between the parties. The applicant had leased out the property in question to the respondent. The said agreement contains the following arbitration clause :-

“23. Arbitration

Disputes concerning the interpretation or validity of this contract shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and any amendment thereto.

The Arbitration shall be held at Kolkata in India and the decision of the Arbitration shall be final and binding on both parties. The Laws applicable shall be the Laws of India.

This Agreement shall be subject to the Jurisdiction of the court/s at Kolkata alone.”

A coextensive agreement, side by side, was also executed between the parties on the same date for facility usage and that agreement also contains arbitration clause :-

“13.1 The Parties hereto have agreed to amicably settle and or resolve all disputes and differences arising out of these presents amongst themselves but in the event of

any dispute being incapable of a resolution through such negotiations within thirty (30) days, shall be settled by arbitration within the meaning of the Arbitration and Conciliation Act 1996.”

It is submitted by the learned counsel for the applicant that the respondent had arbitrarily terminated the agreement in violation of the clauses thereof and had not paid the lease amount, therefore, the dispute has arisen. Hence the applicant had served the notice dated 16th November, 2021 invoking the arbitration clause and proposing the name of the arbitrator to resolve the disputes. This notice was duly served on the respondent, yet no response was received. Therefore, the present application.

Since no one has appeared in the matter in spite of service of notice, the arbitration agreement and the existence of disputes between the parties has remained uncontested. Due notice for appointment of arbitrator has already been sent by the applicant. Hence considering the nature of the dispute, I am of the opinion that a case is made out for appointment of an independent arbitrator to resolve the disputes between the parties.

Accordingly, AP is allowed. Justice Samapti Chatterjee, a retired Judge of this Court is appointed as Arbitrator to resolve the disputes 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.)