

ORDER SHEET
AP/384/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

ANNESHAN MUKHERJEE
VS
TATHAGATA MALLICK AND ANR.

BEFORE:
The Hon'ble JUSTICE SHEKHAR B. SARAF
Date: 9th September, 2022.

Appearance:
Mr. Jayanta Sengupta, Adv.
Ms. Shebatee Datta, Adv.
...for the petitioner

Mr. S. Chakraborty, Adv.
Mr. Z. Ahmed, Adv.
...for the respondents

The Court: Heard counsel appearing on behalf of the parties. Upon perusal of the agreement, I am of the view that an arbitration agreement exists as provided in Clause 21 of the agreement which is delineated below:

“21. If any question or dispute at any time arise between the parties with respect to the meaning or effect of clause in this agreement or the rights or liabilities of the parties here to respectively under then such question or dispute shall be referred to the arbitrators of whose award shall be conclusive and binding on the parties.”

The contention of the respondents with regard to addition of Howrah Infrastructure private Limited to the arbitration agreement is rejected by me as it does not appear Howrah Infrastructure private Limited is a party to this agreement.

In light of the same, I appoint Mr. Soumyajit Ghosh, Advocate, (Mobile No. 9830060597) as an 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/384/2021 is, accordingly, disposed of.

(SHEKHAR B. SARAF, J.)