

AP/178/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONLIGHT EARTH VENTURES PVT. LTD.
VERSUS
KKROWTEN INDIA ENTERPRISES PVT. LTD. & ANR.BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 1ST JULY, 2022APPEARANCE:
Mr. Tapas Mukherjee, Advocate
Mr. Dipanjan Sinha Roy, Advocate
....for the applicant

The Court:- The affidavits of service dated 11th April, 2022 and 10th May, 2022 indicate that the respondents have been served twice, yet no one is present on behalf of the respondents.

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

Learned counsel for the applicant has pointed out that service partner agreement was executed between the applicant and the respondents and the said agreement contains the following arbitration and jurisdictional clause:-

“Arbitration : All disputes and differences that may arise between the parties hereto in regard to or touching these presents, carrying out of the terms and conditions herein under and/or the interpretation thereof in any way whatsoever or as to the construction, meaning, validity or effects of this Agreement or any clause, matter or thing herein contained or the rights and liabilities of the parties herein under shall be referred to binding Arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment in force for the time being. Such arbitration shall be conducted at Kolkata.

Jurisdiction : All matters concerning these presents shall be subject to the laws of India. The Parties specifically agree that the High Court of Kolkata and its subordinate Courts will only have jurisdiction in respect of any matter arising under this Agreement, to the exclusion of all other Courts.”

He has further pointed out that the respondents had committed default in making payment in pursuance of the agreement. Therefore, invoking the arbitration clause, applicant has sent the notice dated 22nd October, 2021 to the respondents, but no response was received.

The above submissions of the counsel for the applicant remain uncontroverted because no one is present on behalf of the respondents to oppose this application.

In the aforesaid circumstances, I am of the opinion that a case for appointment of arbitrator is made out.

Accordingly, AP is allowed. Saikat Banerjee, Advocate (Mob. No.9830166896) 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.)