

ORDER SHEET
AP/180/2022
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

ONYCON INFRASTRUCTURE
VS
SENBO ENGINEERING LTD

BEFORE:
The Hon'ble JUSTICE SHEKHAR B. SARAF
Date: 5th May, 2022.

Appearance:
Mr. D.N. Sharma, Adv.
Mr. Chandan Kumar Lal, Adv.
...for the petitioner

Mr. Arik Banerjee, Adv.
Mr. Nilay Sengupta, Adv.
Mr. Sujit Banerjee, Adv.
...for the respondent

The Court: Heard counsel appearing on behalf of the parties. Clause 24 of the agreement between the parties dated 11th April, 2017 clearly indicates that the parties may refer the disputes to arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the place of arbitration shall be at Kolkata. The relevant clause is delineated below:

“24. LAWS AND ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If amicable settlement cannot be reached as above, either party may refer such dispute to Arbitration in accordance with the Arbitration

and Conciliation Act, 1996. The place of Arbitration shall be at Kolkata. Arbitration shall be conducted in English.”

In my view, the settlement talks have failed and accordingly since the agreement contains the arbitration clause, a sole Arbitrator must be appointed by the Court. Parties have agreed on the Arbitrator and accordingly, I appoint Justice Bhaskar Bhattacharya, Retired Chief Justice of Gujarat High Court as the sole 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/180/2022 is, accordingly, disposed of.

(SHEKHAR B. SARAF, J.)