

AP/202/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONALOKE KUMAR AGARWAL
VERSUS
INTEGRA HEALTH CARE SYSTEMS LIMITEDBEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 5th AUGUST, 2022APPEARANCE:
Mr. Ratul Das , Advocate
Mr. Tanuj Kakrania, Advocate
Mr. Karanjeet Sharma, Advocate
....for the applicant

The Court:- The affidavit of service filed by the applicant reveals that the respondent has been served twice in this AP.

This application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed for appointment of the independent arbitrator to resolve the dispute between the parties.

Learned counsel for the applicant has pointed out that the lease deed dated 4th September, 2019 was executed between the parties, which contains the following arbitration clause :

“19. **ARBITRATION**

Any dispute arising from or in connection with this Lease Deed shall be submitted for Arbitration, which shall be conducted in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 along with the rules framed thereunder and any amendments thereto by a sole arbitrator appointed mutually by the both the Parties. The Arbitration shall be conducted in English and the decision of the Arbitrator shall be final and binding on the parties. The venue of the Arbitration shall be in Kolkata.”

He has also pointed out that in the said lease deed there were two lessors but the lessor no.2, being the mother of the present applicant, had executed a gift deed dated 12th July, 2021 and gifted her share to the present applicant. Therefore, she was not required to be made an applicant in this case. He has also submitted that since the dispute had arisen between the parties, therefore, the lease deed was cancelled by the applicant by letter dated 21st January, 2022 and that thereafter invoking the arbitration clause, notice under Section 21 of the Act was sent on 4th March, 2022, but no reply to the said notice was sent by the respondent. He has also submitted that in the application under Section 9 of the Act, the interim relief has been granted to the applicant but in those proceeding the respondent had not appeared.

In the present case also in spite of service of notice, no one is present on behalf of the respondent to oppose the above submission of the counsel for the applicant, hence, in view of the undisputed arbitration agreement, I am of the opinion that a case for appointing a sole arbitrator is made out. Accordingly, Mr. Bishajib Ghosh, an Advocate (M No.9836461646) of this Court is appointed as sole 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.

Accordingly, AP is disposed of.

(PRAKASH SHRIVASTAVA, C.J.)