

ORDER SHEET
AP/488/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

ASCENSIVE EDUCARE LTD.
VS
ALLIAH UNIVERSITY AND ANR.

BEFORE:
The Hon'ble JUSTICE SHEKHAR B. SARAF
Date: 22nd November, 2022.

Appearance:
Mr. Kamal Krishna Pathak, Adv.
Mr. Souvik Maji, Adv.
...for the petitioner

The Court: This matter has appeared on several occasions. Directions for affidavits were given on 19th January, 2022. It appears that a copy of the affidavit-in-opposition has been served upon the petitioner but the same has not been filed in Court till date. Today when the matter was called on, none appears on behalf of the respondent.

I have perused the arbitration clause. The same is provided below:

“9. Arbitration and Applicable Laws –

9.1 The parties hereby agree that any controversy, claim or dispute arising in connection with this MOU, and which cannot be resolved

amicably shall be referred to the Vice-Chancellor as a sole arbitrator.

If however, the decision of the common arbitrator is not acceptable by the **ASCENSIVE EDUCARE PRIVATE LIMITED (VTP)** the matter may be referred to the High Court at Calcutta.”

Keeping in mind the judgments in Vidya Drolia and Others v. Durga Trading Corporation and Ors. reported in AIR (2019) SC 3498 and TRF Limited v. Energo Engineering Projects Ltd. reported in (2017) 8 SCC 377 and Perkins Eastman Architects v. HSCC (India) Limited reported in (2019) 9 SCC Online SC 1517, I appoint Mr. Debjit Mukherjee, Advocate (Mobile No. 9674292555) as a 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 No. 488 of 2021 is, accordingly, disposed of.

(SHEKHAR B. SARAF, J.)