

AP/281/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONSMT. SHYAMALI MANNA AND ANR.
VERSUS
SRI NEMAI CHARAN MONDALBEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 12TH AUGUST 2022

APPEARANCE:

Mr. Tanmoy Mukherjee, Advocate
Mr. Lalratan Mondal, Advocate
Mr. Kamal Mishra, Advocate
Mr. Souvik Das, Advocate
Mr. Rudranil Das, Advocate
... for petitioners.Ms. Anjana Mehebbub, Advocate
Muhammad Jawwad, Advocate
... for respondent.

The Court:- This application under Section 11 of the Arbitration and Conciliation Act, 1996 is at the instance of the legal heirs of one of the partners of the partnership deed dated 13th October 2017. The said partnership deed was executed for retail petroleum outlet dealership.

Learned counsel for the applicants has pointed out that Sri Ardhendu Manna, one of the partners, has died and the applicants are wife and daughter of the said partner. He has pointed out that the partnership agreement contains the following arbitration clause:-

“9. That in case of any dispute arising between the parties or legal representatives, the same shall be referred for decision of Area Marketing Manager of BPCL, under whose jurisdiction the retails outlet is situated for Arbitration either by him or by his nominees. The decision of the said Arbitrator shall be conclusive and binding on all the partners.”

He has also referred to clause 6 of the partnership deed and has pointed out that with the death of one of the partners, the partnership deed has come to an end and the surviving partner is carrying out the business on temporary basis. He has also pointed out that since the dispute exists in respect of the business of the partnership deed, therefore, the applicants had served the notice dated 21.03.2022 to the respondent as also to the named arbitrator for settling the

dispute through arbitration, but no response to the said notice was received, though the same was duly served upon the respondent and the named arbitrator.

This Court, on 17th June 2022, had granted time to counsel for the respondent to file affidavit in opposition, but till now, no affidavit in opposition has been filed.

Considering the aforesaid, I am of the opinion that the arbitration agreement exists and in terms thereof, the applicants have a right to invoke the arbitration clause. Hence, the AP is allowed and Mr. Debjit Mukherjee, Advocate (M No. 9674292555) of this Court 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 learned Arbitrator by the Registrar, Original Side forthwith.

AP is accordingly disposed of.

(PRAKASH SHRIVASTAVA, C.J.)