

ORDER

OD-14

AP/299/2022

IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION

SCHINDLER INDIA PVT. LIMITED
VERSUS
SIMPLEX INFRASTRUCTURES LIMITED

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA

DATE : 10TH JUNE, 2022.

APPEARANCE:

Mr. Avishek Guha, Advocate
Ms. Akansha Chopra, Advocate
.....for the applicant.

The Court:- This application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed for appointment of Arbitrator to resolve the dispute between the parties.

Learned counsel for the applicant has pointed out that the purchase order dated 12th December, 2014 was issued by the respondent in favour of the applicant and the terms and conditions of the purchase order contained the following arbitration clause:

“23. Arbitration in the event of any difference or dispute arising out of or in connection with this purchase order. The same shall be first amicably settled by mutual dialogue if the parties fail to settle their difference or dispute arising out of or in connection with this work order (including interpretation of the terms thereof), the same shall be referred to arbitration. The Arbitration proceedings shall be conducted by a single Arbitrator appointed by the Company Secretary of Simplex Infrastructures Ltd. and the award/decision of such arbitrator shall be final and binding upon both the parties. The venue of the arbitration shall be Kolkata. However, the work shall not be stopped during the pendency of the proceedings and it shall be ensured that such work is proceeded uninterruptedly.”

It has also been pointed out that in pursuance to the said purchase order, the elevators were installed and commissioned but whole amount was not paid, hence, initially attempt for amicable settlement was made. Thereafter, the applicant had sent the notice dated 12th July, 2021 to the respondent invoking the arbitration clause and proposing the name of the arbitrators for resolving the dispute. In spite of receipt of the notice, no reply was sent by the respondent.

Despite service of notice, no one is present for the respondent to contest this application, hence the above averments and submissions have remained undisputed.

Having regard to the fact that dispute exists between the parties, I am of the opinion that a case is made out for appointment of arbitrator to resolve the dispute between the parties.

Accordingly, Mr. Sourav Sen, Advocate (Mobile No.9831251607) 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 Arbitrator by the Registrar, Original Side forthwith

AP is accordingly disposed of.

(PRAKASH SHRIVASTAVA, C.J.)