

AP/335/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONKIRAN AGARWAL
VERSUS
RAJARHAT IT PARK LIMITEDBEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 8TH DECEMBER, 2022APPEARANCE:
Mr. Soumava Mukherjee, Advocate
Mr. Sunil Kumar Gupta, Advocate
....for the petitioner
Mr. Megnad Dutta, Advocate
Mr. Arijeet Doss Mullick, Advocate
Mr. Subhasis Pyne, Advocate
..for the respondent

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.

It is not in dispute between the parties that the agreement dated 7th September, 2013 was executed which contains the following arbitration clause:-

“56. DISPUTE RESOLUTION BY ARBITRATION:

All or any disputes arising out of or relating to or concerning or touching this Agreement including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the Parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at New Delhi. The Lessee shall have no objection to such appointment even if the person so appointed as the sole arbitrator is an employee or advocate of the Company or is otherwise connected to the Company. The Parties agree that no other person shall have the power to appoint the sole arbitrator. The courts at Kolkata alone shall have the jurisdiction.”

It is also not in dispute that the notice under Section 21 of the Act dated 24th December, 2021 was served upon the respondent. It has also been

pointed out that in respect of the similar agreement with different party, this Court by an order dated 26th August, 2022 had allowed AP/517/2022 appointing arbitrator. Hence, in view of the above, I am of the opinion that a case for allowing the prayer for appointment of the arbitrator is made out. Accordingly, Mr. Pijush Kumar Roy, Advocate, New Delhi [M:9810158653] is appointed as sole Arbitrator to resolve the disputes between the parties, 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.

(PRAKASH SHRIVASTAVA, C.J.)