

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

AP/358/2022

M/S. UGRO CAPITAL LTD.
VERSUS
VALLABH METAL INDUSTRIES

BEFORE:

HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA

Date: 22nd December 2022.

APPEARANCE:

Mr. Rohit Banerjee, Advocate
Ms. Shrayashee Das, Advocate
Mr. Jishnujit Roy, Advocate
... for applicant.

Md. Shahjahan Hossain, Advocate
Ms. Sanjida Sultana, Advocate
... for respondent.

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

Learned counsel for the applicant has pointed out that the facility agreement dated 2nd May 2019 was executed between the parties which contained the following arbitration clause:-

"13. GOVERNING LAW, JURISDICTION AND ARBITRATION

13.1 This Agreement shall be construed in accordance with the laws of India and subject to the arbitration clause below, shall be subject to the exclusive jurisdiction of the competent courts in Kolkata.

13.2 In the event of any dispute or difference between the parties under this Agreement, including in relation to the construction or interpretation of this Agreement, the parties shall first endeavour to settle such dispute or difference by amicable negotiations within 30 days of a written notice issued by one party to the other party. If the negotiations do not result in a resolution of the dispute or difference, either party shall be entitled to submit such dispute or difference to arbitration. The Lender shall appoint an arbitrator at its sole discretion or in accordance with the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). Arbitration shall be conducted in accordance

with the Arbitration Act. The seat of arbitration shall be Kolkata and the arbitration proceeding shall be conducted in English. The decision of the arbitrator shall be final and binding on the parties.”

He has also pointed out that since the dispute had arisen, therefore, the notice dated 22nd March 2022 was served upon the respondent in terms of Section 21 of the Act invoking the arbitration clause.

The above facts have not been disputed by learned counsel for the respondent. The prayer of counsel for both the parties is to appoint an arbitrator to resolve the dispute between the parties. Hence, AP is allowed. Mr. Swarnendu Ghosh (9830576448), advocate of this Court, is appointed as Arbitrator to resolve the dispute between the parties, subject to submission of declaration by the proposed 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.]