

AP/413/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONTATA CAPITAL FINANCIAL SERVICES LIMITED
VERSUS
M/S. LALANI INFOTECH LIMITED AND ORS.BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 24TH JUNE, 2022APPEARANCE:
Mr. Avishek Guha, Advocate
Ms. Akansha Chopra, Advocate
....for the petitioner
Mr. S.K. Saha, Advocate
Mr. S.K. Mukherjee, Advocate
....for the respondents

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

The arbitration agreement dated 10th December, 2020 between the parties is not in dispute. The said agreement contains the following arbitration clause:-

“12. Arbitration

If any dispute, difference or claim arises between any of the obligors and the Lender in connection with the Facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration to be held at the place as mentioned at Serial No. 17 of Annexure 1 hereto, in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Lender. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Obligors.”

Learned counsel for the applicant has pointed out that since the dispute has arisen between the parties, therefore, notice under Section 21 was served and only the dispute at that stage was in respect of the name of the Arbitrator. Hence, the arbitration proceedings could not commence.

Learned counsel for the respondent does not dispute the above submission and only dispute raised is that quantum of claim which put forth by the applicant is incorrect. Such a factual dispute can be raised before the Arbitrator.

Hence, Mr. Saikat Banerjee, Advocate (M:9830166896) 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.)