

AP/428/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONM/S. SINGHA SINGH ROY & ASSOCIATES PVT. LTD.
VERSUS
ARYA INFOTECH & ORS.BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 8TH JULY, 2022APPEARANCE:
Ms. Sonal Shah , Advocate
Mr. Kushagra Shah, Advocate
Mr. Aniket Chaudhury, Advocate
Ms. Rittwika Banerjee, Advocate
....for the applicant
Mr. Pradip Majumder, Advocate
.....for respondents.

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

The leave and license agreement dated 30th April, 2018 is not in dispute between the parties and the said agreement contains following arbitration clause :

“18. Any difference, dispute that may arise between the parties hereto in respect of the Licensed Premises shall be referred to the arbitration of such one arbitrator as the Licensor and the Licensee may mutually agree upon or in case of a disagreement on the choice of the arbitrator to two arbitrators, one to be appointed by each party and the decision of the arbitrator or the umpire appointed by the arbitrators shall be final and binding in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings will be held and conducted at Kolkata.”

Learned counsel for the applicant has pointed out that the dispute arose on account of non-payment of certain common area maintenance charges, rent and electricity bills. Therefore, invoking the arbitration clause applicant had given notice dated 23rd April, 2022 to the respondent with a

prayer for appointment of arbitrator but the said notice was not replied. Hence, the present application is filed.

Learned counsel for the respondents has raised a dispute about the amount which is payable by the respondents.

Such a dispute can be raised before the arbitrator and can be decided on the basis of the evidence which may be produced by the parties before the arbitrator.

Since the arbitration clause is not disputed and the dispute exists between the parties in respect of the payment of certain amount, hence I am of the opinion, that a case for appointment of an independent arbitrator to resolve the dispute between the parties is made out.

Accordingly, AP is allowed. Mr. Subir Sanyal, Senior Advocate (Mob.No.6291192601) 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.)