

ORDER

AP/489/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

J. M. CONSULTING
VERSUS
SHERWOOD ESTATE DEVELOPERS

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 16TH SEPTEMBER, 2022

APPEARANCE:
Mr. Avirup Chatterjee, Advocate
Mr. Soumo Ray, Advocate
....for the applicant

The Court:- Affidavit of service filed by the applicant is taken on record.

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 work order for civil rectification work at Sherwood Estate Developers in the form of arbitration agreement dated 9th March, 2019 was issued which contains the following arbitration clause :

*“**Dispute** : If any dispute, difference, question or disagreement shall, at any time, hereafter arise between the parties hereto or the respective representative or assignees in connection with or arising out of or in respect of the contract, the construction, interpretation of this order, application of provisions thereof or anything hereunder contained or arising hereunder or as to rights, liabilities or duties of the parties hereunder or any matter whatsoever incidental to this order shall be referred to the sole arbitration of the person appointed by us. The direction of the arbitrator shall be final and binding to all.”*

He has further pointed out that since the disputes had arisen between the parties, therefore, the applicant had invoked the arbitration clause and served the notice dated 30th September, 2020 to the respondent proposing the name of the arbitrator to resolve the dispute between the parties. In spite of service, no response was received from the respondent.

Before this Court also in spite of service of notice, no one is present for the respondent to contest the AP. Hence, the arbitration clause and the notice under Section 21 of the Act have remained undisputed.

In the aforesaid circumstances of the case, I am of the opinion that the case for allowing the prayer for appointment of the arbitrator is made out. Accordingly, AP is allowed and Mr. Anubhav Sinha, Advocate (M No.9830161450) of this Court is appointed as the arbitrator to resolve the dispute between the parties.

The appointment of the arbitrator 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.

Accordingly, AP is disposed of.

(PRAKASH SHRIVASTAVA, C.J.)