

AP/497/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

TEAMLEASE SERVICES LIMITED
VERSUS
VAISHNAVI CORPORATE COMMUNICATIONS PRIVATE LIMITED & ANR.

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 12th AUGUST, 2022

APPEARANCE:
Mr. Biswajib Ghosh, Advocate
Mr. Sumitava Chakraborty, Advocate
. ..for the applicant

The Court:- Affidavit of service filed by the applicant reveals that though the respondents are duly served, yet no one is present for the respondents.

This application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed for appointment of the independent arbitrator to resolve the dispute between the parties.

Learned counsel for the applicant has pointed out that the lease agreement dated 19th January, 2016 was executed between the parties and that in terms of clause 4.1 thereof the applicant had deposited the security amount of Rs.17,90,400/- and that the said lease agreement contains the following arbitration clause :

“11. ARBITRATION

All disputes and differences by and between the parties hereto and in any way touching this Agreement or relating hereto or arising out here from shall be referred by the parties to the arbitration comprising of sole arbitrator mutually decided by the parties. In case the parties cannot mutually decide upon a sole arbitrator within 30(thirty) days from notice/initiation of efforts in this regard, then the sole arbitrator shall be decided by the court as per law. The seat of arbitration shall be at Kolkata only. The arbitrators so appointed shall be entitled to give interim

awards/directions. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with all modifications thereof made from time to time. The arbitrator shall pronounce his final award within 90 days from the date of his appointment.”

He has also pointed out that the lease agreement was subsequently terminated but the security amount was not refunded, therefore, due notice in this regard was served and thereafter the applicant had invoked the arbitration clause by sending the notice dated 19th April, 2022 to the respondents which was duly served, but no response to the said notice was given.

No one is present on behalf of the respondents to controvert the above submission.

Hence, considering the undisputed position as noted above, I am of the opinion that a case is made out for allowing the prayer made for appointment of the sole arbitrator. Accordingly, AP is allowed and Mr. Dibyendra Narayan Ray, Advocate (M No. 9831044162) of this Court is appointed as sole 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.

Accordingly, AP is disposed of.

(PRAKASH SHRIVASTAVA, C.J.)