

AP/517/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONMAHESHRAJKA PHARMACEUTICALS (P) LTD.
VERSUS
RAJARHAT I. T. PARK LIMITEDBEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 26TH AUGUST, 2022

APPEARANCE:

Mr. Tanay Chakraborty, Advocate
Mr. Sitikantho Mitra, Advocate
Mr. Keshav Kumar Daruka, Advocate
*... for the petitioner.**Mr. Meghnad Dutta, Advocate*
Mr. Arijeet Doss Mullick, Advocate
Mr. Subhasis Pyne, 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 dispute between the parties.

Learned counsel for the applicant has pointed out that in respect of the same project for three different units between the same parties three separate agreements dated 5th October, 2016 and 28th November, 2019 were executed which contain the following identical arbitration clause:-

“56. DISPUTE RESOLUTION BY ARBITRATION :

All or any disputes arising out of or relating to or concerning or touching this Agreement including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the Parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at New Delhi. The Lessee shall have no objection to such appointment even if the person so appointed as the sole arbitrator is an employee or advocate of the Company or is

otherwise connected to the Company. The Parties agree that no other person shall have the power to appoint the sole arbitrator. The courts at Kolkata alone shall have the jurisdiction.”

Learned counsel has also pointed out that the dispute had arisen between the parties. Therefore, the notice dated 19th April, 2022 in terms of Section 21 of the Act invoking the arbitration clause was served upon the respondent and the reply to the said notice dated 14th May, 2022 was sent by the respondent wherein the arbitration agreement was not disputed.

Learned counsel for the respondent has made a limited submission that in terms of the arbitration clause the place of arbitration is New Delhi. The arbitration clause clearly stipulates that the Courts in Kolkata shall have the jurisdiction.

Hence, in view of the aforesaid and considering the undisputed arbitration clause, AP is allowed. Mr. Pijush Kumar Roy, Advocate, New Delhi [M:9810158653] is appointed as sole Arbitrator to resolve the disputes between the parties, 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.)