

AP/641/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

ANDREW FRANCIS
VS.
GOPAL SHAW & ORS.

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 18TH NOVEMBER, 2022

APPEARANCE:
Mr. Srikanta Dutta, Advocate
Mrs. Rituparna Sarkar Dutta, Advocate
....for the applicant

The Court:- The second affidavit of service filed by the applicant is taken on record. Though the respondents are served twice but no one is present on behalf of the respondents.

Learned counsel for the applicant is permitted to correct typographical error in paragraph 2 of the AP in respect of the area of the land in question.

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

Learned counsel for the applicant has pointed out that the agreement for lease was executed between the parties on 6th August, 2018. The said agreement contains the following arbitration clause:-

“27. In the event of any disputes and differences between the parties herein either during the subsistence of this Lease or thereafter the same shall be referred to the Arbitration and Arbitrator shall be appointed under the provisions of the Arbitration and Conciliation Act, 1996.”

He has further submitted that since the respondents had failed to discharge their obligation under the agreement, therefore, initially an attempt for amicable settlement was made and thereafter the applicant had sent the notice dated 9th June, 2022 invoking the arbitration clause and proposing the name of Mr. Balai Chandra Paul, Advocate as the sole arbitrator, but in spite of receipt of the said notice, no response has been given by the respondents.

In this AP also though the respondents have been served but no one has appeared to dispute the submission of the applicant. Hence in view of the undisputed arbitration clause and service of notice under Section 21 of the Act, I am of the opinion that the case is made for allowing the prayer for appointment of the sole arbitrator to resolve the dispute between the parties. Hence, the AP is allowed. Mr. Reetobroto Mitra, Advocate is appointed as 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.

(PRAKASH SHRIVASTAVA, C.J.)