

ORDER

OD-11

AP/695/2022

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

M/S. SKIPPER FURNISHING PRIVATE LIMITED
VERSUS
AVIK AGARWAL

BEFORE:

THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA

DATE : 4TH NOVEMBER, 2022

APPEARANCE:

Mr. Balarko Sen, Advocate
...for petitioner

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 disputes between the parties.

Learned counsel for the applicant has pointed out that the arbitration agreement in the form of Partnership Deed dated 22nd June, 2013 was entered into between the parties which contains the following arbitration clause :

“22. Disputes and differences between the PARTNERS of any nature if, any arise, will exclusively be referred for arbitration and the provisions of Arbitrations and Conciliation Act, 1996.”

He has further pointed out that since disputes had arisen between the parties, therefore, the applicant had served upon the respondent notices dated 23rd May, 2022 and 4th June, 2022 invoking the arbitration clause in terms of Section 21 of the Act. In spite of receipt of the notices, no reply was sent by the respondent. Hence, the present application has been filed.

The respondent is duly served but he has chosen not to appear in the matter and to oppose the application.

In view of the undisputed arbitration agreement and the uncontroverted averments contained in the application, in my opinion, a case is made out to allow the prayer made in the application for appointment of the sole arbitrator. Hence, AP is allowed and Mr. Anirban Ray (Mob:9830076201) an Advocate of this Court is appointed as Arbitrator to resolve the disputes 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.)