

AP/747/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

GAINWELL COMMOSALES PRIVATE LIMITED
VERSUS
CORONATION INFRASTRUCTURE PRIVATE LIMITED

BEFORE:

THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA

DATE : 8TH DECEMBER, 2022

APPEARANCE:

*Mr. Biswarup Mukherjee, Advocate**Ms. Nabanita Mallick, Advocate**....for the petitioner*

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

In spite of service of notice, no one had appeared on the previous date. Thereafter, the matter was adjourned for today awaiting appearance on behalf of the respondent. Today also no one is present for the respondent.

Learned counsel for the petitioner has submitted that he is confining this application under Section 11 of the Act to the agreement dated 21st November, 2019, being Annexure-A only. The said agreement contains the following arbitration clause:-

"14. Arbitration

All dispute, questions and differences etc. arising in connection with this Agreement unless mutually agreed upon, shall be referred to a single Arbitrator nominated by GCPL in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any other enactment or statutory modifications thereof for the time being in force. The venue of the arbitration shall always be Kolkata. The language of the Arbitration shall be in English.

15. Governing Laws

The agreement shall be governed by and construed in accordance with the Indian Law irrevocably agree that the Courts of Kolkata shall have jurisdiction to entertain and determine any legal proceeding and to settle any dispute which may arise out of and in connection with this agreement and for such purposes irrevocably subject to the exclusive jurisdiction of the Courts of Kolkata"

He has also pointed out that the agreement was for hiring equipment and the dispute had arisen between the parties. Thereafter, the applicant had served the notice dated 7th September, 2022 invoking the arbitration clause and proposing the name of the arbitrator. In spite of service of notice, no response was received by the applicant.

In this AP also, in spite of service of notice, the respondent has not appeared and has not objected to the appointment of the arbitrator.

Hence, the prayer for appointment of arbitrator is allowed. Justice Aloke Chakraborti (9836260263), a retired Judge of this Court 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.)