

ORDER SHEET

AP/146/2023

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

SREI EQUIPMENT FINANCE LIMITED
Vs
GAYATRI GRANITES AND ORS

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 4th April, 2023.

Appearance:

Mr. Swatarup Banerjee, Adv.

Mr. Subhankar Chakraborty, Adv.

Ms. Ruchira Manna, Adv.

...for the petitioner

The Court: Affidavit of service filed today be kept on record.

Despite service, none appears for the respondents.

Learned Counsel for the petitioner contends that a dispute has arisen due to non-payment by the respondents, coming within the purview of the arbitration clause i.e. Clause 9.11 in the Master Facility Agreement dated January 1, 2019.

It transpires from the submission of learned Counsel as well as the pleadings in the application that the dispute arising between the parties falls squarely within the purview of Clause 9.11, which is the arbitration clause. Since the dispute is otherwise arbitrable and falls within the scope of the arbitration clause, there cannot be any impediment in appointing an Arbitrator, more so since the request of the petitioner under Section 21 of

the 1996 Act has not been acted upon within the statutory period of 30 days by the respondents.

Hence, AP/146/2023 is disposed of by appointing Justice Madhumati Mitra, a former Judge of this Court, residing at “Pax” BD-I, Street No. 107, Action Area 1, New Town, Kolkata – 700 156, (Mobile no. 8910099797) as Arbitrator to resolve the dispute between the parties, subject to obtaining her consent under the provisions of Section 12 of the Act of 1996.

(SABYASACHI BHATTACHARYYA, J.)

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