

OD - 22

AP/153/2023

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

TATA CAPITAL FINANCIAL SERVICES
LIMITED

-Versus-

ANWAR SALIM

Appearance:

Mr. Sourajit Dasguta, Adv.

Mr. Abhishek Guha, Adv.

Ms. Debarati Das, Adv.

Ms. Akansha Chopra, Adv.

...for the petitioner.

Mr. Tanveer Alam, Adv.

...for the respondent.

BEFORE :

THE HON'BLE JUSTICE SABYASACHI BHATTACHARYYA

Date : 10th April, 2023

The Court : The arbitration clause is contained in paragraph 19 of the agreement between the parties. Since the dispute which has arisen between the parties falls squarely within the contemplation of the same and the agreement containing the arbitration clause is undisputed and valid, there is no impediment to grant the prayer of the petitioner to appoint an Arbitrator. There is no agreement on the name of the Arbitrator between the parties.

Accordingly, AP/153/2023 is allowed, thereby appointing Mr. Siddhartha Banerjee, an Advocate practising in

this Court, as Arbitrator to resolve the dispute between the parties subject to obtaining consent/declaration under Section 12 of the 1996 Act from the proposed Arbitrator.

(SABYASACHI BHATTACHARYYA, J.)

S.Das/As.