

OD - 26

AP/177/2023

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

PRIME MOVERS AUTO ASSOCIATES
PRIVATE LIMITED

-Versus-

M/S. CHOLAMANDALAM MS GENERAL
INSURANCE COMPANY LIMITED

Appearance:
Mr. Pankaj Agarwal, Adv.
Ms. Champa Pal, Adv.
...for the petitioner.

BEFORE :
THE HON'BLE JUSTICE SABYASACHI BHATTACHARYYA
Date : 10th April, 2023

The Court : Despite service, none appears for the respondent at the time of call. The affidavit of service filed today be kept on record.

The scope of the present application is limited inasmuch as the fidelity guarantee agreement between the parties in dispute contains an arbitration clause which stipulates that any and all disputes or differences which may arise under, out of, in connection with or in relation to the policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under the policy shall be referred to a sole Arbitrator.

The petitioner has annexed the reference to arbitration at page 46 (Annexure-C) of the present petition which is dated October 20, 2022 and was served duly, after which the statutory period of 30 days has elapsed. As such, since till date there has been no agreement on the appointment of such arbitrator and the dispute pertains squarely to the arbitration clause in the agreement, the matter is being decided under Section 11 of the Arbitration and Conciliation Act, 1996. Accordingly, AP/177/2023 is allowed, thereby appointing Mr. Sabyasachi Chaudhuri, an Advocate practising in this Court, as the Sole Arbitrator to decide the dispute between the parties, subject to obtaining consent from the proposed Arbitrator under Section 12 of the 1996 Act.

(SABYASACHI BHATTACHARYYA, J.)