

OD-4

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

AP/217/2023

SURYA POLYTEX PRIVATE LIMITED
VS
SOWPARNIKA PARTHIBAN RAVINDRAN

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 17th May, 2023

Appearance:
Mr. Debraj Sahu, Adv.
Mr. Hareram Singh, Adv.
Mr. Bhaskar Dwivedi, Adv.
Ms. Shipra Das, Adv.
...for the petitioner

Mr. Swarvanu Saha, Adv.
Mr. Anjan Dutta, Adv.
Mr. Sumon Pathak, Adv.
...for the respondent

The Court:- Learned counsel for the petitioner contends that a dispute has arisen between the parties in terms of Clause 20, which is the arbitration clause in an agreement for job work between the parties. It is contended that a due invocation under Section 21 of the Arbitration and Conciliation Act was made on January 31, 2023. However, in view of refusal of the respondent to accede to the request, the present application has been filed.

Learned counsel appearing for the respondent raises a preliminary objection as to the territorial jurisdiction of this Court since the petitioner has stated in paragraph no. 12 of the present application that cause of action arose when the respondent approached the petitioner and entered into an agreement

for job work at the registered office of the petitioner at Kolkata and also when the petitioner, from its registered office at Kolkata, placed order for supply of raw materials to the respondent and the petitioner made payment from its registered office at Kolkata to the respondent, but it is contended by the respondent that the agreement was not signed in Kolkata.

However, since the dispute as to territorial jurisdiction is arguable to say the least, as the petitioner has disclosed other components of cause of action in paragraph 12 than the signing of the agreement as well, it would only be preferable if the dispute is kept open for being decided by the arbitrator, if appointed. It would be entirely beyond the domain of Section 11 to decide such issue at this premature stage.

Since there is no dispute as to the arbitrability of the dispute between the parties and the dispute falls within the purview of the arbitration clause, AP/217/2023 is allowed, thereby appointing Mr. Anubhav Sinha (Mobile No. 9830161450), an Advocate of this Court, as the sole arbitrator to resolve the disputes between the parties, subject to obtaining his declaration/consent under Section 12 of the Arbitration and Conciliation Act, 1996.

(SABYASACHI BHATTACHARYYA, J.)