

OD-6

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

AP/237/2023

SREI EQUIPMENT FINANCE LIMITED
VS
CHAWA VIJAYA SHEKAR REDDY AND ANR.

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 15th May, 2023

Appearance:
Mr. Sarosij Dasgupta, Adv.
Mr. Subhankar Chakraborty, Adv.
Ms. Ruchira Manna, Adv.
...for the petitioner

Mr. Noni Gopal Chakraborty, Adv.
Mr. Dibduty Siunha, Adv.
Ms. Juin Dutta Chakraborty, Adv.
...for the respondents

The Court:- Learned counsel for the petitioner hands over a printout of the relevant track reports to indicate service of the invocation notice under Section 21 of the Arbitration and Conciliation Act, 1996. Let the same be kept on record.

Learned counsel for the petitioner places reliance on the arbitration clause ,being Clause No. 9.11 of the Facility Agreement between the parties dated October 1, 2018 and a deed of guarantee of even date, in Clause 36 of which any disputes or differences arising out of or in connection with the same have been referred back to be resolved within the contemplation of Clauses 9.10 and 9.11 of the Facility Agreement, to indicate that a dispute has arisen between the parties within the purview of the said arbitration clause.

Learned counsel also places the invocation under Section 21 of the Arbitration and Conciliation Act, 1996 annexed to the present application. It transpires that despite the invocation having been made by the petitioner and the expiry of 30 days thereafter, there has been no response from the side of the respondent to such invocation for the purpose of reference to the arbitration.

Hence, as the dispute is otherwise arbitrable, AP/237/2023 is allowed, thereby appointing Justice Tapan Kumar Dutt (Mobile No. 9831066037), a former Judge 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.)