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

AP/277/2023

PALSONS DERMA PRIVATE LIMITED
VS
BISWAJIT CHOWDHURY

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 19th May, 2023

Appearance:
Mr. Nikhilesh Mittal, Adv.
...for the petitioner

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

It is submitted by learned counsel for the parties that in a distribution agreement between the parties dated July 1, 2018, Clause 26 and its sub-clauses provide for arbitration.

In compliance with the said clauses, the petitioner made several demands from the respondent with regard to the disputed amount of money due, but to no effect.

Lastly, vide letter dated November 14, 2022 (annexed at page 77 of the instant application), an invocation under Section 21 of the Arbitration and Conciliation Act, 1996 was sent. However, the respondent replied but did not concede on the question of appointment of the arbitrator.

Upon hearing learned counsel and going through the materials annexed to the application, it is clear that the dispute which has arisen between the parties

is arbitrable. In view of the valid arbitration clause in the form of Clause 26 and its sub-clauses, the present dispute is, thus, referable to arbitration.

Since several prior claims of the petitioner were unsuccessful, it is deemed that the provisions of Clause 26.1 of the agreement regarding prior failure of amicable discussions have been sufficiently satisfied.

Hence, AP/277/2023 is allowed, thereby appointing Mr. Sanjay Mukherjee (Mobile No.9748212395), a practising 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.)