

OD 24

ORDER SHEET
AP/460/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

MANOJ BACHHAWAT AND ANR.
VS
M/S. SHREE BANKE BEHARI ENTERPRISES PVT. LTD. AND ORS.

BEFORE:
The Hon'ble JUSTICE SHEKHAR B. SARAF
Date: 31st March, 2023.

Appearance:
Mr. Dwaipayan Basu Mullick, Adv.
Mr. Rajdeep Mantha, Adv.
Mr. Lalratan Mondal, Adv.

The Court: None appears on behalf of the respondent in spite of service on several occasions.

Affidavit in opposition that has been served upon the petitioner has been filed in Court by the petitioner. It appears from the said affidavit that the Arbitration Clause is not in dispute. The Arbitration Clause in the registered agreement for sale is at paragraph 21, which reads as follows:

“If any question of difference or claim or dispute arises between the parties hereto touching these presents or the construction thereof as to the rights, duties or obligations of the parties hereto or as to any matter arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration to be held at Kolkata. The reference shall be to a

sole arbitrator. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any law relating to arbitration in force at the time of such reference.”

In light of the fact that the respondent is avoiding appearing in Court, I am of the view that they did not have much to say with regard to any opposition to the Section 11 application.

Accordingly I appoint, Mr. Aniruddha Mitra, Advocate, [Mobile No. 9831205865], is appointed as Arbitrator. The appointment is subject to submission of declaration by the Arbitrator in terms of Section 12(1) in the form prescribed in the Sixth Schedule of the Act before the Registrar, Original Side of this Court within four weeks from today.

Let this order be conveyed to the Arbitrator by the Registrar, Original Side forthwith.

Accordingly, AP/460/2021 is disposed of.

(SHEKHAR B. SARAF, J.)