

ODC-6

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE
[COMMERCIAL DIVISION]

AP-COM/36/2024

M/S LINDSTROM SERVICES INDIA PVT LTD
VS
SMT. RENU GUPTA AND ORS

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 4th April, 2024.

Appearance:
Mr. Arindam Guha, Adv.
Mr. S. Sengupta, Adv.
Ms. A. Dey, Adv.
...for petitioner.

Mr. Biswaroop Mukherjee, Adv.
Ms. Saheli Bose, Adv.
...for respondent.

The Court:- The disputes between the parties arise out of a lease deed dated 29 March, 2012. Clause 19 of the lease deed dated 1 March, 2018, inter alia, provides as follows;

“19. Any dispute between the LESSORS and the LESSEE shall be referred to arbitration and the provisions of the Arbitration and Conciliation Act, 1996 shall apply.”

It is submitted by both the parties that by a letter dated 22 June, 2022, the petitioner had issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996, inter alia, referring the disputes to arbitration . It is also submitted on behalf of the respondents that there are live disputes by and between the parties and the same be referred to Arbitration .

In such view of the matter Mr. Debajyoti Datta, Advocate and a member of the Bar Library is appointed as Sole Arbitrator. The appointment is subject to the Learned Arbitrator communicating his consent in the prescribed format to the Registrar, Original Side of this Court within three weeks from date. The

respective Advocates on Record of both the parties shall communicate this order to the Learned Arbitrator forthwith and positively within 7 days from the date of passing of this order.

With the aforesaid directions, AP-COM/36/2024 stands disposed of.

(RAVI KRISHAN KAPUR, J.)

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