

ORDER SHEET

AP-COM/47/2024

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

M/S H. P. ISPAT PRIVATE LIMITED

VS

UTTAM BISWAS

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 18th November, 2024.

Appearance:

Mr. Debraj Sahu, Adv.

Mr. Hareram Singh, Adv.

Ms. Swagata Ghosh, Adv.

...for the petitioner

The Court: Three rounds of service upon the respondent have resulted in his non-appearance. Affidavits of service indicate that the respondent was sought to be served at the address which has been mentioned in the agreement.

As per Section 3 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the said Act), service has been effected upon the respondent. Postal article was delivered at the address, by speed post. Such

address, as it appears to be from the record, is the place of business as also the residence of the respondent. This is also the last known address.

From the affidavit of service filed today, it appears that the last order of the Court was communicated to the respondent.

Under such circumstances, this Court proceeds to take up the matter in the absence of the respondent.

The petitioner entered into a contract for service of goods to one Sri Uttam Biswas, the proprietor of Biswas Builders. It is submitted that the goods were sold and delivered, but the entire payment was not made. The parties executed a Memorandum of Understanding, which contained the mode of clearance of the remaining amount. The said MOU contains an arbitration agreement. The petitioner has also relied upon demand notice, as also the notice invoking arbitration.

There does not seem to be any ex-facie bar under any law, from appointing an arbitrator in this case.

The merits of the claim have not been gone into. The respondent will be at liberty to raise all objections before the learned Arbitrator.

Accordingly, the application is disposed of by appointing Mr. Meghajit Mukherjee, learned Advocate (M-9830203224) as a sole arbitrator to arbitrate the dispute. The learned Arbitrator shall comply with the provisions of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall

be at liberty to fix his remuneration as per the schedule of Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)

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