

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

AP/12/2024
HIND CERAMICS PRIVATE LIMITED
VS
M/S BEVKART INDUSTRIES LIMITED

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 17th May, 2024

Appearance:
Mr. Ritoban Sarkar, Adv.
Mr. S.K. Singhi, Adv.
Mr. Sayan Banerjee, Adv.
...for the petitioner.

Mr. Ovik Sengupta, Adv.
Mr. Arindam Paul, Adv.
Ms. Debarati Das, Adv.
...for the respondent.

The Court: This is an application under Section 11 of the Arbitration & Conciliation Act, 1996.

The disputes and differences between the parties arise out of a Lease Agreement dated 9 July, 2021.

It is alleged that in respect of the lease agreement there are dues aggregating to Rs.6 lakhs alongwith interest which have become due and payable by the respondent. By a notice dated 29 August, 2023 the petitioner was compelled to invoke the arbitration clause and seek appointment of an Arbitrator.

Clause 19 of the agreement dated 9 July, 2021, provides as follows :

“19. Arbitration & Jurisdiction

- 1. The Parties agree that they shall attempt to resolve through good faith consultation. Any dispute or difference between Parties hereto in respect of or concerning or connected with the Interpretation or implementation or anyways with this agreement between the parties hereto/and or arising out of this Agreement, and such consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.*
- 2. In the event that the Parties are unable to resolve any dispute or difference between Parties hereto in respect of or concerning or connected with the interpretation or implementation or anyways with this agreement between the parties hereto/and or arising out of this Agreement, all disputes and differences between the parties hereto regarding the interpretation scope or effect of any of the terms and conditions herein contained or in any way touching or concerning these presents shall be referred to a sole arbitrator appointed jointly by lessee and the lessor and the same shall be deemed to be a reference within the meaning of the arbitration and conciliation act 1996 or any other statutory enactment or modification thereto from time being in force. The venue of such arbitration shall be in Kolkata.*
- 3. Courts at Kolkata alone shall have Jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.”*

Despite receipt of the notice, the respondent has not responded to the same.

The respondent is present and submits that they have no objection to an Arbitrator being appointed in terms of the above clause.

In view of the above, AP/12/2024 stands disposed of by appointing Mr. Justice Syed Nurul Hossain, (Retired, Additional District Judge) as Sole Arbitrator

in terms of the above clause, subject to the Arbitrator communicating his consent to the Registrar, Original Side of this Court within three weeks from date.

The Advocate on Record of the petitioner shall communicate this order to the Arbitrator forthwith and positively within 10 days from the date of passing of this order.

With the aforesaid directions, AP/12/2024 stands disposed of.

Since the respondent has not filed any affidavit, the allegations contained in this application are denied.

(RAVI KRISHAN KAPUR, J.)