

OCD-3

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(Commercial Division)

AP-COM/452/2024

SREI EQUIPMENT FINANCE LIMITED
VS
THE KARUR VYSYA BANK

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 30th April, 2024.

Appearance:

Mr. Swatarup Banerjee, Adv.

Mr. Rajib Mullick, Adv.

Mr. Sariful Haque, Adv.

Ms. Shambhavi Jha, Adv.

...for the petitioner.

Ms. Sweta Gandhi, Adv.

...for the respondent.

The Court: This is an application under Section 11 of the Arbitration & Conciliation Act, 1996. The disputes between the parties arise out of a designated account agreement dated 4 October, 2022 entered into by the parties.

Clause 8.3 of the arbitration agreement, *inter-alia*, provides as follows :

“8.3 Any disputes or differences arising out of or in connection with the agreement during its subsistence or thereafter between the parties including any disputes and differences relating to the interpretation of the agreement or any clause thereof shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (**“Arbitration Act”**) and rules framed there under and any amendment, modification, statutory enactment thereto from time to time. Arbitration shall be by a sole arbitrator,

if Parties can agree upon one and failing that each Party shall appoint 1(one) arbitrator and the 2(two) arbitrators so appointed shall together select and appoint the third arbitrator, provided, however, that if the 2 (two) arbitrators so appointed are unable to appoint the third arbitrator by mutual consent within a period of 30 (thirty) days from the date of their appointment, the third arbitrator shall be appointed in accordance with the Arbitration Act. The proceedings will be conducted in English. It is made clear that the venue of Arbitration proceedings will be at Kolkata and no objection shall be entertained from any parties in this regard. The cost of the Arbitration proceedings shall be borne by the parties to this Agreement. The award of the arbitrator shall be final, conclusive and binding on all the parties.”

By a notice dated 12 August, 2023 the petitioner had invoked the arbitration clause under Section 21 of the Arbitration & Conciliation Act, 1996 and had sought to appoint f an Arbitrator. In response to the said notice, by a letter dated 29 September, 2023, the respondent has also admitted that there are disputes and differences arising between the parties which are covered under the arbitration clause.

I am satisfied that there are live disputes between the parties arising out of the arbitration agreement which are also covered by the arbitration clause.

In view of the aforesaid, AP-COM 452 of 2024 stands disposed of by appointing the Hon’ble Mr. Justice Girish Chandra Gupta, Former Chief Justice of the High Court at Calcutta as Arbitrator, 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 Learned Arbitrator forthwith and positively within 10 days from the date of passing of this order.

With the aforesaid directions, AP-COM 452 of 2024 stands disposed of.

(RAVI KRISHAN KAPUR, J.)

s.pal