

OCD-11

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

AP-COM/489/2024

Kotak Mahindra Bank Ltd
VS
M/s Solartown Energy Solutions Pvt Ltd And Ors

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 7th August, 2024

Appearance:
Mr. Prantik Garai, Adv.
Mr. Ayan Duta, Adv.
Ms. Ankita Singh, Adv.
...for the petitioner

The Court:- Affidavit of service filed in Court today be kept on record.

Despite repeated attempts to serve by the petitioner, the respondents refused personal service. Even when the application under Section 9 of the Arbitration and Conciliation Act, 1996, arising out of the same dispute, was heard on August 5, 2024, none had appeared on behalf of the respondents, despite service, to oppose the same. Accordingly, there is a reasonable presumption that the respondents are deliberately avoiding appearance before the Court.

A perusal of the present application shows that Clause 40 of the loan agreement between the parties contains an arbitration clause which is sufficiently wide to encompass the present money claim of the petitioner.

Clause 41 of the same vests on courts in Kolkata alone jurisdiction for the purpose of the agreement. Thus, this Court has territorial jurisdiction.

Also, the matter is inherently arbitrable and the dispute comes within the ambit of the arbitration clause.

According AP-COM/489/2024 is allowed, thereby appointing Mr. Sudhasatva Banerjee, a member of the Bar Library Club (Mobile no: 9874669520) as the sole Arbitrator to resolve the dispute between the parties subject to a declaration under Section 12 of the 1996 Act being obtained from the said learned Arbitrator. The learned Arbitrator shall fix his own remuneration in consultation with the parties and within the framework of the 1996 Act read with its Schedules.

(SABYASACHI BHATTACHARYYA, J.)