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ORDER SHEET
AP/93/2024
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

M/S RAJGANJ COKE PRODUCTS PVT LTD
VS
SM NIRYAT (P) LTD

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date: 5th July, 2024.

Appearance:

Mr. Chayan Gupta, Adv.

Mr. Rajesh Upadhyay, Adv.

Mr. Pourash Bandhopadhyay, Adv.

Ms. Surabita Biswas, Adv.

. . .for the respondent.

The Court: None appears for the petitioner, although the respondent is represented through counsel.

A perusal of the application and its Annexures shows that the arbitration clause, that is, Clause 14 of the agreement between the parties covers any dispute or difference whatsoever arising between the parties out of or relating to the construction, naming, scope, operation or effect of the agreement or the validity of the breach thereof.

The notice under Section 21 discloses a dispute which comes squarely within the purview of such arbitration clause. The dispute is also otherwise arbitrable and as such, upon hearing learned counsel for the respondent, there does not transpire to be any impediment in appointing an Arbitrator. The

respondent raises disputes on merits regarding the claims made by the petitioner, but in principle does not oppose the appointment of an Arbitrator.

In such view of the matter, AP No. 93 of 2024 is allowed, thereby appointing Mr. Sankarsan Sarkar (Mob. No. 9830060937) as the sole Arbitrator to resolve the disputes between the parties, subject to obtaining a disclosure under Section 12 of the Arbitration and Conciliation Act, 1996 from the said learned Arbitrator. The sole Arbitrator shall fix his own remuneration within the confines of the Arbitration and Conciliation Act, 1996, read with its Schedules.

(SABYASACHI BHATTACHARYYA, J.)

SP/