

ODC-13

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
[Commercial Division]

AP-COM/603/2024

SREI EQUIPMENT FINANCE LIMITED
VS
FRONTLINE INNOVATION PVT LTD AND ORS

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 3rd September, 2024

Appearance:
Mr. Swatarup Banerjee, Adv.
Mr. Shaunak Ghosh, Adv.
Mr. Sariful Haque, Adv.
Mr. Rajib Mullick, Adv.
Mr. Biswaroop Ghosh, Adv.
...for petitioner.

The Court:- Despite service, none appears for the respondents.

Learned Counsel for the petitioner places relies on clause 9.11 of a Facility Agreement between the parties as well as clause 36 of a Personal Guarantee Agreement, also between the parties. The latter clause refers to the arbitration clause in the Facility Agreement and provides that any dispute or differences arising out of or in connection with the personal guarantee shall be subject to the arbitration and jurisdiction causes respectively detailed in the Facility Agreement.

Hence, since the agreements and the jural relationship between the parties are interlinked, as are the arbitration clauses in both the agreements, there ought to be a composite reference to arbitration.

Being satisfied from the materials annexed to the application that a demand notice was duly sent by the petitioner to the respondents and thereafter a notice under Section 21 of the Arbitration and Conciliation Act, 1996, which was also replied to by the respondents, signifying service, there is no impediment in referring the matter to arbitration.

Accordingly, AP-COM/603/2024 is allowed, thereby appointing Justice Pradipta Ray (retired) as the sole Arbitrator to resolve the dispute between the parties, subject to a declaration being obtained under Section 12 of the Arbitration and Conciliation Act, 1996 from the said learned Arbitrator. The learned Arbitrator shall fix his own remuneration in consultation with the parties within the ambit of the 1996 Act and its Fourth Schedule.

(SABYASACHI BHATTACHARYYA, J.)

SK.