

ORDER SHEET

AP-COM/610/2024

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

SUPREME CREDIT CORPORATION LTD
VS
SOHAM CHAKRABORTY

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 2nd July, 2024.

Appearance:

Mr. Deb Kumar Sen, Adv.

Mr. Sourav Dutta Majumder, Adv.

..for the petitioner

Mr. Amit Kumar Nag, Adv.

Mr. Maharnab Roy, Adv.

Ms. Ranjabati Ray, Adv.

...for the respondent

The Court: Learned counsel appearing for the petitioner contends that despite a demand notice having been given by the petitioner and replied to by the respondent, and subsequent invocation of the arbitration clause in the agreement between the parties by a communication dated February 23, 2024, no consensus could be arrived at between the parties regarding the appointment of Arbitrator, for which the present application has been taken out.

Learned counsel appearing for the respondent raises an objection to the present application on the ground that there is no jurisdiction clause in the agreement itself. It is submitted that there is not a single pleading in the

application under Section 11 of the Arbitration and Conciliation Act, 1996 as to where the agreement was executed or as to where the cause of action arose. Thus, it is submitted that in the absence of any averment in the application as to this Court having territorial jurisdiction to take up the matter, the present application ought not to be entertained.

Upon hearing learned counsel for the parties and going through the pleadings, it is apparent that an application under Section 9 of the 1996 Act was taken out in connection with the present dispute wherein an order was passed by the Commercial Court at Alipore.

Thus, from such fact alone, it can be derived that the courts in Kolkata have jurisdiction to take up the dispute.

Section 11 of the 1996 Act confers authority on the Chief Justice of the High Court having territorial jurisdiction and/or her/his designate to appoint an Arbitrator. From such perspective alone, it is this Court which has jurisdiction to decide the present application. That apart, the notice of invocation, the demand notice and the reply thereto all indicate that the addresses of both the parties are within the territorial jurisdiction of West Bengal and consequentially, this Court.

There is nothing on record, even a whisper, to indicate that any part of the cause of action ever arose outside the State of West Bengal.

Thus, I do not find any reason for this Court to come to a finding that it does not have territorial jurisdiction; rather, from the facts as indicated above, it is this High Court that has jurisdiction to entertain the matter.

Upon a scrutiny of the arbitration clause, it is seen that all the disputes and differences arising in respect of or out of the agreement

including dispute with regard to interpretation of any clause of the agreement can be the subject-matter of arbitration. Since the dispute raised herein squarely comes within the purview of the said clause and such dispute is otherwise inherently arbitrable, this is a fit case where an Arbitrator should be appointed by this Court under Section 11 of the 1996 Act.

Accordingly, AP-COM/610/2024 is allowed, thereby appointing Mr. Lakshmi Kumar Gupta, Senior Advocate, (Mobile No. 9831109982) as the sole Arbitrator to resolve the dispute between the parties, subject to a disclosure being obtained from the said learned Arbitrator in terms of Section 12 of the Arbitration and Conciliation Act, 1996. The remuneration of the learned Arbitrator shall be decided by the Arbitrator within the framework of the Arbitration and Conciliation Act, 1996, read with its Schedules.

(SABYASACHI BHATTACHARYYA, J.)