

OD 7

ORDER SHEET
AP/106/2024
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

ABU RAIHAN
VS
HDB FINANCIAL SERVICES LTD

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date: 10th September, 2024.

Appearance:

Mr. Priyankar Saha, Adv.

Ms. Srijani Mukherjee, Adv.

Mr. Lal Ratan Mondal, Adv.

. . .for the petitioner.

Mr. Sayak Ranjan Ganguly, Adv.

Ms. Srijani Ghosh, Adv.

Ms. Indrani Majumdar, Adv.

. . .for the respondent.

The Court: Learned counsel for the respondent, at the outset, takes an objection as to jurisdiction of this Court. Upon hearing learned counsel for the parties, I find that there is substance in such contention. Clause 32 of the agreement between the parties clearly indicates that the jurisdiction has been agreed by the parties to vest in Courts which have the subject matter jurisdiction at the place of the agreement, which is in the District of Murshidabad.

Even Clause 31 enumerates the venue for conducting the arbitral proceeding to be Chennai, India and there is no contrary clause fixing elsewhere as the seat of arbitration.

Be that as it may, either way this Court does not have jurisdiction, not being the original Civil Court having jurisdiction to take up the subject matter of dispute arising in the District of Murshidabad, West Bengal.

Accordingly, AP 106 of 2024 is dismissed as not maintainable due to lack of territorial jurisdiction.

At this juncture. learned counsel for the petitioner submits that the petitioner is agreeable to repay the entire balance amount of loan and take back the secured asset, which is a vehicle. However, learned counsel for the respondent submits that he has specific instruction to object to the maintainability of the present application as well as instruction regarding the fact that the vehicle has already been sold by the award-holder. It is further submitted that the matter had already been referred to an Arbitrator and an award has already been passed, rendering the present application even otherwise infructuous on such count. Be that as it may, liberty is granted to the parties to take steps in accordance with law.

(SABYASACHI BHATTACHARYYA, J.)