

OD-16 & 17

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

AP/184/2022

DR. PAULS MULTISPECIALITY CLINIC
VS
M/S. JAI MATADI INCORPORATION (P) LTD.

AP/185/2022

DR. PAULS MULTISPECIALITY CLINIC
VS
M/S. JAI MATADI INCORPORATION (P) LTD.

BEFORE:
The Hon'ble JUSTICE RAVI KRISHAN KAPUR
Date : 17th May, 2024.

Appearance:
Mr. Priyankar Saha, Adv.
Mr. R. K. Mitra, Adv.
Mr. N. Shukla, Adv.
Mr. A. Jhunjhunwala, Adv.
Mr. A. Agarwal, Adv.
Mr. A. Ali, Adv.

The Court: This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996.

The disputes and differences between the parties arise out of three interconnected and related agreements dated 15th February, 2013, 18th September, 2013 and 27th November, 2014 respectively by and between the petitioner and the respondent.

Clause 15 of the agreements, provide as follows:

“15: JURISDICTION

That place for the performance of obligation of the parties hereto is strictly in Kolkata and the parties hereto expressly agrees that if any

dispute and/or disputes arise between the parties hereto than the dispute and/or disputes will refer to the arbitration in terms of the Arbitration and Conciliation Act, 1996 or any other law for the time being in force and accordingly the parties submit to the exclusively jurisdiction of the Honorable High Court at Calcutta for that purpose.”

In brief, the petitioner provides healthcare services under the trademark “Dr. Paul’s Multispeciality Clinic.” By three inter-related agreements, the petitioner had granted franchisee rights, commercial spaces and infrastructure at Delhi to the respondent for a period of 5 years on specific terms and conditions. In terms of the agreements, the respondent was also obligated to make over an agreed percentage of the total earned revenue to the petitioner every month. Moreover, the respondent was to maintain proper records and accounts in terms of the above agreement.

Subsequently, disputes and differences had arisen between the parties inter-alia regarding sharing of profit, mode of advertisement and maintenance of accounts. There are also allegations of misappropriation of funds by the respondent. In such circumstances, the petitioner has been compelled to file this application seeking appointment of an Arbitrator. Despite receipt of the notice dated 18th August, 2020, the respondent has failed to respond to such notices. The respondent is represented and submits that they are entitled to a monetary claim in respect of the above agreements.

On a consideration of the materials on record, I am satisfied that there are inter-linked arbitral disputes between the parties in respect of

the above agreements which by consent of the parties be referred to arbitration.

The objections of the respondent that agreements have been extinguished and superseded are left open to be decided before the Sole Arbitrator.

AP/185/2022 is allowed and disposed of by appointing Ms. Vineeta Meharia, Advocate to act as an Arbitrator subject to the Arbitrator communicating her consent in the prescribed format to the Registrar, Original Side of this Court within three weeks from date. The Advocate on Record of the petitioner shall communicate this order to the Learned Arbitrator forthwith and positively within 10 days from the date of passing of this order.

In view of the above, AP/184/2022 stands disposed of as infructuous. Liberty is granted to both the parties to make an appropriate application for interim relief before the Sole Arbitrator. Needless to mention, all points on merits are left open for the Arbitrator to decide.

(RAVI KRISHAN KAPUR, J.)

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