

OD-8

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

AP/847/2023

D K BAKING PRIVATE LIMITED
VS
M/S ATR ASSOCIATES

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 5th July, 2024

Appearance:
Mr. Aniruddha Mitra, Adv.
Mr. Bhaskar Dwivedi, Adv.
Mr. Souvik Kundu, Adv.
...for petitioner.

The Court:- Despite several attempts to serve, which is borne out by the affidavits of service which are on record, none appears for the respondent at the time of call. Learned Counsel for the petitioner takes the Court through the agreement between the parties dated April 11, 2013 which contains an arbitration clause, being Clause 20.

The said arbitration clause envisages that any dispute or difference which may arise between the parties or their representatives with regard to the construction, meaning and effect of the agreement or any part thereof, or in respect of any sales, indent of supply under this agreement or *any matter* (emphasis supplied), will be referred to arbitration.

Although the Arbitral tribunal contemplated under Clause 20 requires two nominees to be appointed by either party and a third arbitrator to be appointed by the said nominees, while moving the matter, learned Counsel for the petitioner submits that the petitioner is agreeable to a Sole Arbitrator being appointed in view of the nature of the claim and the valuation of the same.

I find from the pleadings in the present application and the arbitration clause in the agreement between the parties that the dispute is inherently arbitrable and falls within the ambit of the arbitration clause in the agreement between the parties.

Even otherwise, from the materials annexed to the present application, it does not appear that the claim is *ex facie* barred by limitation or by any other law. As such, there cannot be any impediment in appointing an Arbitrator in the matter.

Accordingly, AP 847 of 2023 is allowed, thereby appointing Mr. Rajarshi Datta, a Member of the Bar Library Club as the Sole Arbitrator to resolve the dispute between the parties, subject to obtaining a disclosure under Section 12 of the Arbitration and Conciliation Act, 1996 from the said learned Arbitrator. The learned Arbitrator shall fix his own remuneration in consonance with the provisions of the 1996 Act read with its schedules.

(SABYASACHI BHATTACHARYYA, J.)

SK.