

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
ORIGINAL SIDE

APOT/437/2023
WITH
AP/626/2018
IA NO: GA/1/2023

R P INFOSYSTEMS PVT LTD.
VS
REDINGTON (INDIA) LTD.

BEFORE:

The Hon'ble JUSTICE SOUMEN SEN

AND

The Hon'ble JUSTICE BISWAROOP CHOWDHURY

Date : 27th November, 2024.

Appearance:

Mr. Sandip Kumar De, Adv.

Mr. Abhijit Sarkar, Adv.

Mr. Abhik Chitta Kundu, Adv.

...for the respondent.

The Court: The appellant is not represented today even in the second call.

We have heard learned Counsel for the respondent.

The arbitration clause forming the subject-matter of challenge is contained in Clause 19 of the invoices raised by the award-holder upon the award-debtor. Such clause is reproduced below:

*"All contracts of the company including any dispute arising out of an in connection with this contract/transaction will be subject to Arbitration of sole Arbitrator to be appointed by Redington (India) Limited at Chennai and Buyer explicitly agrees for appointment of arbitrator as above. Such arbitration proceedings shall be initiated within 3 years from the date of dispute. **Without prejudice to the above, courts in Chennai shall have exclusive jurisdiction to try all proceedings such as arbitration, civil or criminal including complaints u/sec 138 of the***

N.I. Act on account of non-payment of negotiable instruments exchanged between the Buyer and Supplier.”(Emphasis Added)

The aforesaid clause makes it clear that there is a consensus *ad idem* to have the disputes referred to arbitration and a sole Arbitrator to be appointed and the arbitration proceeding will be held at Chennai. The seat and venue of the arbitration has been clearly mentioned in the said arbitration agreement. We have read the judgment of the learned Single Judge and we are in agreement with the view expressed by the learned Single Judge in this regard. The said arbitration clause is not in dispute. The invoice is part of the agreement between the parties. The terms and conditions printed on the invoices are binding on the parties. The Court in deciding an objection with regard to existence of an arbitration agreement has to ascertain whether there is a consensus *ad idem* to have the disputes referred to arbitration. It is evident from the printed clause of the invoices that the parties have agreed to arbitration and even the venue for that. On such consideration, we agree with the conclusions arrived at by the learned Single Judge in this regard.

Accordingly, the appeal fails and the application stands dismissed.

However, there shall be no order as to costs.

(SOUMEN SEN, J.)

(BISWAROOP CHOWDHURY, J.)