

OIPD-25

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

AP-COM/31/2024

SAMIRAN GAIN
VS
CELICA MOTOCORP PVT LTD AND ANR

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 25th June, 2025.

Appearance:

Mr. S. Sengupta, Adv.

Mr. Abhrajit Roy Chowdhury, Adv.

Mr. Swatarup Banerjee, Adv.

Mr. Shounak Mukhopadhyaya, Adv.

Mr. Paritosh Sinha, Adv.

Ms. Shrayashee Das, Adv.

Mr. Rohan Kumar Thakur, Adv.

Mr. Tridibesh Dasgupta, Adv.

Mr. Swatarup Banerjee, Sr. Adv.

The Court: This is an application under Section 11 of the Arbitration and Conciliation Act, 1996. The dispute by and between the parties arise out of a Memorandum of Understanding dated 16th November, 2017. The grievance of the petitioner arises out of the alleged termination of the Memorandum of Understanding and other consequential reliefs. Clause 17 of the Memorandum of Understanding, inter alia, provides as follows:

“In case of any disputes and differences arising between the parties, the same shall be referred to the sole arbitration of Shri Parmanand Tiwari, son of Mr. Ramlal Tiwari residing at 107/1, Park Street, Kolkata-700016 whose decision shall be final and binding on the parties. The Arbitration proceedings shall be governed by the provisions of Arbitration & Conciliation Act, 1996 with all statutory modifications for the time being in force. The venue of Arbitration shall always be at Kolkata”.

It is submitted by both the parties that in view of the disputes which have arisen out of the Memorandum of Understanding, a Sole Arbitrator, Mr. Rajashree Dutta, Advocate, Calcutta High Court be appointed as an Arbitrator.

In view of the above, AP-COM/31/2024 stands disposed of by directing Mr. Rajashree Dutta is appointed as a sole Arbitrator in terms of Clause 17.

Above all points insofar as the merits are concerned to be decided by the sole Arbitrator.

(RAVI KRISHAN KAPUR, J.)

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