

OCD-6

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Jurisdiction
ORIGINAL SIDE
[Commercial Division]

AP-COM/22/2025

TATA CAPITAL LIMITED
VS
SUBHARTHA DUTTA

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : 21st January, 2025.

Appearance :

Mr. Jit Ray, Adv.
Mr. Dwaipayan Banerjee, Adv.
... for the petitioner

Mr. Sunil Srivastav, Adv.
...for the respondent

The Court: The petitioner is a finance company. The petitioner prays for appointment of an Arbitrator in terms of Clause 13 of the loan-cum-hypothecation agreement dated October 27, 2023. The petitioner sanctioned a loan in favour of the respondent amounting to Rs.30,37,038/-. The tenure of the loan was 60 months. The monthly EMI was Rs.73,468/-. It is alleged that the respondent defaulted in payment. The total due at present is around Rs.31 lakhs. Accordingly, the petitioner issued a loan recall notice. The respondent failed to make the payment and the arbitration clause was invoked by a letter dated December 3, 2024.

Learned counsel for the respondent denies the claim of the petitioner. He submits that the contents of the notice invoking arbitration were erroneous.

The Referral Court is not required to go beyond the satisfaction that an arbitration clause and a live dispute exist. Clause 13 is available from the document and the notice invoking arbitration is also available from the records.

Under such circumstances, this Court deems it fit to appoint a learned Arbitrator to arbitrate the disputes between the parties.

Accordingly, the Court appoints Mr. Soumya Banerjee, learned Advocate, Bar Association Room No.5 (Mob. No. 9007443303), as the Arbitrator, to arbitrate the disputes. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his own remuneration as per the Schedule of the Act.

All points on merits are left open to be decided by the learned Arbitrator.

(SHAMPA SARKAR, J.)