

OCD -6

ORDER SHEET

AP-COM/53/2025

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

SEASHELL LOGISTICS PRIVATE LIMITED

VS

GARDEN REACH SHIPBUILDERS AND ENGINEERS LIMITED

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 29th January 2025.

Appearance:

Mr. RachitLakhmani, Adv.
Mr. MrigankKejriwal, Adv.
Ms. Saolini Bose, Adv.
.... for the petitioner

The Court: Affidavit of service is taken on record. Respondent has refused service. Refusal it is a good service. Hence, the matter is taken up in the absence of the respondent.

This is an application for appointment of a sole arbitrator by the High Court at Calcutta, on the strength of the dispute resolution clause which is quoted below :

“25. Arbitration.

- a) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - b) In the event that parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
 - c) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
 - d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
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- g) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise direction by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. Located at 43/46, Garden Reach Road, Kolkata 700 024.
 - h) The language of the proceeding shall be in English.

26. Jurisdiction

All disputes arising out of the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata Court irrespective of the location of the vendor.”

The petitioner contends that dispute arose out of the purchase order dated September 30, 2022. Some amount is payable by the respondent to the petitioner. The amount had been wrongly withheld. The petitioner requested for payment. Payment was not released. Petitioner invoked the arbitration clause by a notice dated August 8, 2024. The respondent did not respond to the said notice.

Considering the documents and the notice, this Court finds there is a live dispute. There is an arbitration clause. The clause provides that the dispute will be resolved by arbitration and a sole arbitrator shall be appointed by mutual consent of the parties. In case the parties fail to agree to the sole arbitrator, the matter will be referred to the High Court at Calcutta for appointment of the sole arbitrator. The jurisdiction of courts in Kolkata has been provided in the said agreement.

Under such circumstances, without going into the merit of the claim of the petitioner and keeping all objections likely to be raised by the respondent open, this Court refers the matter to arbitration by appointing Mr. Swatarup Banerjee (M-9831113566) as the sole arbitrator, to arbitrate upon the disputes. The learned Arbitrator shall comply with the provisions of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall be at

liberty to fix his remuneration as per the schedule of Arbitration and Conciliation Act, 1996.

The application is accordingly disposed of.

(SHAMPA SARKAR, J.)

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