

OCD -10

ORDER SHEET

AP-COM/184/2025

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

SUBHAJIT KUMAR GHOSH

VS

WARREN TEA LIMITED

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 10th March, 2025.

Appearance:

Mr. Dhruva Ghosh, Sr. Adv.

Mr. Soumyajit Ghosh, Adv.

Mr. Rohit Banerjee, Adv.

Mr. Arindam Paul, Adv.

.... for the petitioner

Mr. Farhan Ghaffar, Adv.

Mr. S. Chaudhury, Adv.

...for the respondent

The Court: **1.** This is an application for appointment of a learned Arbitrator, on the strength of clause 15 of the agreement dated September 20, 2017. Clause 15 is set out below :

“15. In the event of any dispute or difference arising between the Company and Mr. Ghosh or his heirs, executors or any other legal representative as to the construction of this Agreement or interpretation of any term of this Agreement or the rights, duties or obligations of either party hereunder or any matter arising out of this Agreement, such dispute or difference shall be referred to arbitration

in Calcutta of a Single Arbitrator acceptable to each party and the decision resulting therefrom shall be final and binding on the parties to such dispute or difference and the said reference shall be deemed to be a reference under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.”

2. The petitioner submits that the money became due and payable to the petitioner after his retirement, that is on June 5, 2020. The period between 15th March, 2020 and 28th February, 2022, was excluded in computing the period of limitation by the order of the Hon’ble Apex court. The period of limitation shall start operating from March 1, 2022. The respondent submits that the petitioner may have retired on June 5, 2020 but part of claim, at least, was barred by limitation.

3. This Court finds from the records and communications between the parties that, the issue of limitation raised by Mr. Ghaffar is a mixed question and can be adjudicated by the learned arbitrator. All other issues, with regard to the admissibility of the claims etc, can also be raised before the learned Arbitrator.

4. Under such circumstances, without going into the merit of the dispute, the application is disposed of by appointing Mr. Deb Dutta Sen, learned Senior Advocate (M-9831016797) as the sole arbitrator, to arbitrate upon the disputes between the parties. The respondent shall be at liberty to raise all

objections as may be available to them under the law. 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.

(SHAMPA SARKAR, J.)

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