

OCD-2

AP-COM/192/2025
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

APOLLO PHARMACIES LTD
VS
THE MEDICAL SUPERINTENDENT BANKURA
SAMMILANI MEDICAL COLLEGE AND HOSPITAL

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date : 9th April, 2025.

Appearance:
Mr. Pratip Mukherjee, Adv.
Mr. Surajit Basu, Adv.
Mr. Jnip Bose, Adv.
Ms. Jasika Basu, Adv.
Mr. Purnankar Biswas, Adv.
. . .for the petitioner.

Mr. Noelle Banerjee, Adv.
Mr. Paritosh Sinha, AoR.
Mr. Arindam Mandal, Adv.
Ms. Swagata Ghosh, Adv.
. . .for the respondent

The Court:

1. Liberty is granted to correct the cause title by incorporating the exact designation of the signatory as appears in the agreement dated 17th October, 2012.
2. This is an application for appointment of a learned arbitrator in terms of Clause 8.2 of the agreement dated 17th October, 2012 which, was entered into between the parties and thereafter renewed from time to time and lastly on July 1, 2023. It is submitted that the arbitration

clause applies to the renewed agreements as well and the jurisdiction clause in the agreement allows the Courts of West Bengal to have jurisdiction in respect of all disputes arising out of the said agreement apart from a dispute with regard to termination.

3. The petitioner contends that several bills were raised which were not paid. The dues on account of State Illness Assistance Fund for several financial years, Swastha Sathi Bima Yojana, for the financial year 2023 – 2024 and 2024 - 2025 were also payable. On account of Janani Shishu Suraksha Karyakaram also, there were several dues. The petitioner invoked arbitration in accordance with the Clause 8.2 of the agreement on December 16, 2024 and suggested the name of a learned advocate. The said notice invoking arbitration was served upon the respondent. As the respondent did not take any step pursuant to the invocation, this application has been filed.
4. Ms. Banerjee, learned advocate for the respondent, submits that the claims are barred by limitation. Most of the claims are not arbitrable. On the whole, the arbitrability and admissibility of the claims are denied. It is further submitted that the respondent may have a claim against the petitioner. All objections, claims and counter claims that are available to the parties, shall be raised before the learned Arbitrator.
5. Thus, keeping all objections which are available to the respondent open for adjudication, this application is allowed.
6. Accordingly, the Court appoints Mr. Siddhartha Banerjee learned Advocate (Mobile No. 9830298922) as the learned Arbitrator, to

arbitrate upon the disputes between the parties. This order is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

7. The learned Arbitrator shall fix his own remuneration as per the Schedule of the Arbitration and Conciliation Act.
8. AP-COM/192/2025 is, accordingly, disposed of.
9. This Court has not gone into the merits of the matter.

(SHAMPA SARKAR, J.)

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