

ORDER

OCD-10

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/684/2025
M/S ANZEN EXPORTS PRIVATE LIMITED
VS
M/S LA-CHEMICO PVT LTD.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 22nd September, 2025.

Appearance:-

Mr. Anuj Singh, Adv.
Mr. Ajit Kr. Chaubey, Adv.
Ms. Trinisaa De, Adv.
...for petitioner.

Mr. Sarosij Dasgupta, Adv.
Mr. Keshav Kr. Daruka, Adv.
...for respondent.

1. This is an application for appointment of an arbitrator for adjudication of the disputes which have arisen between the parties, out of several purchase orders. The purchase orders containsimilar arbitration clauses, which may not be happily worded, but in my prima facie view, the intention to refer the dispute to arbitrationis available from the said clauses. The Courts of Kolkata have jurisdiction over all disputes arising out of the said purchase orders.
2. Mr. Sarosij Dasgupta, learned advocate for the respondent submits that the invocation was erroneous as it did not mention the arbitration clauses. In my opinion, Section 21 of the Arbitration and Conciliation Act, 1996,

provides that unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commences on the date on which a request for the dispute to be referred to arbitration is received by the respondent. It is not in dispute that a notice was received by the respondent. Although, the notice has been captioned as a demand notice, the last paragraph of the notice dated January 15, 2025 clearly records that in the event, the respondent did not pay up the amount due, arbitration would be invoked.

3. In my opinion, the notice invoking arbitration does not have to be in any particular form. The intention of the petitioner to refer the dispute to arbitration by invoking the arbitration agreement, is available from the records. The petitioner has shown documents to substantiate that the parties always treated the purchase orders to be part of one composite transaction. The confirmation of accounts, which is Annexure-E to the application was duly signed by the respondent. The document demonstrates that, although several purchase orders were issued, the accounts and the confirmation thereof were maintained by the parties in a composite manner. Under such circumstances, a composite reference of the disputes arising out of the purchase orders will not only be less time consuming, but will avoid multiplicity and shall be cost effective.
4. The issue of jurisdiction of the learned arbitrator or arbitrability of the dispute arising from the purchase orders can be raised at the appropriate

stage before the learned arbitrator, by filing an application under Section 16 of the Arbitration and Conciliation Act, 1996.

5. Under such circumstances, the application is allowed. The issues of jurisdiction, arbitrability and admissibility of the claim etc. are left open, to be decided by the learned arbitrator. This Court disposes of the application by appointing Mr. Jayanta Sengupta, Advocate, Bar Library Club, as an arbitrator, to arbitrate upon the disputes between the parties. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall fix his remuneration as per the Schedule of the Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)