

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
(COMMERCIAL DIVISION)
AP-COM/494/2025

SREI EQUIPMENT FINANCE LIMITED
VS
SUNANDINI BUILDCON PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 23rd July, 2025

Appearance:
Mr. Swatarup Banerjee, Adv.
Mr. Sariful Haque, Adv.
Mr. Rajib Mullick, Adv.
Mr. Biswaroop Ghosh, Adv.
...for the petitioner

1. The matter had earlier appeared on 26th June, 2025, whereby the petitioner was directed to issue fresh service along with the said order upon the respondent. Accordingly, the petitioner had issued a letter dated 30th June, 2025 which was duly received by the respondent on 2nd July 2025 as per the Affidavit of Service filed by the petitioner today.
2. Despite service, none appears on behalf of the respondent.
3. This is an application for appointment of a learned Arbitrator to arbitrate upon the disputes between the parties. The petitioner relies upon Clause 17 of the Loan Agreement dated 1st April, 2019. According to the said clause, any dispute and/or difference arising out of, concerning or touching upon the agreement at any time during its subsistence or thereafter, including disputes and/or differences relating to the interpretation of the agreement or any clause thereof, shall be referred to arbitration of a sole arbitrator to

be appointed by the company. The provisions of the Arbitration and Conciliation Act, 1996 have been made applicable. It is provided that the seat of arbitration shall be same as the Court or forum mentioned in the Clause 17 and Clause 20 of the Loan Agreement. In the present case, the Loan Agreement mentions that courts at Kolkata will have jurisdiction over the disputes arising out of the said agreement.

4. The petitioner is a company carrying on business, inter alia, of providing financial assistance to parties who are interested to acquire construction equipment, vehicles, other machineries etc. The respondents entered into the Loan Agreement on 1st April, 2019 along with two repayment Schedules being 176940 and 187700 with the petitioner.
5. The petitioner allegedly extended a loan of more than Rs.93 crores to the respondent under repayment schedule being 176940 and 187700. It is alleged that the respondent failed and neglected to pay the loan as per the repayment schedule. The loan was recalled and the agreement was terminated. The petitioner also moved an application for interim measures before the High Court, but the same was disposed of, granting liberty to the petitioner to invoke arbitration.
6. The petitioner issued a notice dated 21st March, 2024 under Section 21 of the Arbitration and Conciliation Act, 1996. The respondent, borrower, replied to the said notice and disputed the claim of the petitioner. The respondent did not agree to the name of the learned Arbitrator, as suggested by the petitioner. Thus, the petitioner has approached this Court for appointment of a learned Arbitrator.
7. The arbitration clause is not in dispute. The jurisdiction of this Court is also not in dispute. The fact that there is a live dispute between the parties with regard to non-payment of dues is available from the

records. The petitioner has raised a claim which the respondents have denied. Moreover, unilateral appointment of an arbitrator by the petitioner is no more permissible in law and accordingly, the respondent objected to the name of the arbitrator suggested by the petitioner.

8. Under such circumstances, the Court appoints Hon'ble Justice Sailendra Prasad Talukdar, former Justice of the High Court of Calcutta, as the Learned Arbitrator, as the Learned 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 own remuneration as per the Schedule of the Act.
9. All objections which are available to the respondent with regard to admissibility, arbitrability, limitation etc. are kept open to be decided by the learned Arbitrator, if raised.
10. AP-COM/494/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)