

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
COMMERCIAL DIVISION

AP-COM/495/2025

BHAGWANDAS VEHICLE TEST SERVICES PVT. LTD.
VS
ARCHIT KHANNA

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 13th August, 2025.

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

Mr. Sukanta Das, Adv.
Mr. Chandrachur Lahiri, Adv.
...for the respondent

The Court: This is an application for appointment of an Arbitrator in terms of clause 23 of the Leave and License Agreement.

The said clause is quoted below:

“23. Both parties hereby agree that all disputes and differences and questions whatsoever which may at any time arise between the Parties hereto out of or concerning anything contained in or arising out of this agreement during the continuation of this demise or on termination thereof or in respect of any rights, duties or liabilities arising out of these presents or in any manner connected herewith shall be referred to the sole Arbitrator to be appointed by the Licensor in accordance with the relevant provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.”

The dispute between the parties arose allegedly when the respondent stopped paying rent and license fee to the petitioner. It is available from the records that by a letter dated March 7, 2025, the learned Advocate on record for the petitioner has invoked arbitration. According to the petitioner, the claim was approximately Rs.39,03,343/-.

As the parties have agreed for reference of dispute to arbitration, the application is allowed.

Mr. Sukanta Chakraborty, [Mob. No. 9836337012, learned Advocate, is appointed as an Arbitrator to arbitrate upon the disputes between the parties.

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.)