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ORDER SHEET
AP-COM/536/2025
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

SREI EQUIPMENT FINANCE LIMITED
VS
PRANAV KOHLI AND ORS.

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

Appearance:
Mr. Swatarup Banerjee, Adv.
Mr. Sariful Haque, Adv.
Mr. Subhankar Chakraborty, Adv.
Ms. Harshita Nath, Adv.
...for the petitioner

The Court:

1. The disputes between the parties arise out of the three agreements dated April 4, 2019. A loan agreement was entered into between the parties bearing agreement No.177035 dated April 4, 2019. The said agreement provides for resolution of disputes between the parties through arbitration.
2. Clause 17 of the agreement for loan specifies that each and every dispute or difference arising out of the agreement including any dispute with regard to outstanding dues, shall be resolved by arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder.

A single arbitrator to be appointed by the lender to adjudicate the dispute. The venue of arbitration shall be Kolkata. Parallel agreements, that is, a corporate guarantee agreement and personal guarantee agreement were also entered into between the parties. Under Clauses 34 and 36 of the corporate guarantee agreement and the personal guarantee agreement each and every clause of the loan agreement including, the arbitration clause were made applicable. The petitioner seeks appointment of an arbitrator to adjudicate the dispute arising out of the three agreements. A notice invoking arbitration was issued on May 8, 2025, which was duly delivered upon the respondents. The postal track report has been annexed to this application. This application was not served upon the respondents, despite several attempts by the postal authorities.

3. Under such circumstances, this Court had directed publication in two widely circulated dailies one in English and the other in Hindi. The same has been done. The affidavit of service enclosing copies of the paper publication are taken on record.
4. It is submitted that the respondents defaulted in making payments of the monthly instalments and thus, committed breach of the terms and conditions of the agreement. The agreements were terminated by a notice dated March 12, 2025. In view of the aforementioned disputes, the petitioner seeks reference of the matter to a sole arbitrator. The prayer is allowed.
5. Under such circumstances, the Court appoints Justice Pradipta Roy, former Judge of this Court (+91 9830986136), 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/her own remuneration as per the Schedule of the Act.

6. AP-COM/536/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)