

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/537/2025

SREI EQUIPMENT FINANCE LIMITED
VS
PRADYUMNA SINHA AND ORS.

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 28th August, 2025

Appearance:
Mr. Jishnu Saha, Sr. Adv.
Mr. Aditya Kanodia, Adv.
...for the petitioner.

Mr. Anirban Ray, Sr. Adv.
Mr. Vishwarup Acharyya, Adv.
Ms. Sannidhya Dutta, Adv.
...for the respondents.

The Court: This is an application under Section 11 of the Arbitration and Conciliation Act, 1996. The disputes between the parties arise out of a common loan agreement dated 15 January, 2018.

Clause 10.4 of the agreement, *inter alia*, provides as follows:

"10.4 Governing Law Dispute Resolution and Arbitration

The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by the laws of India.

10.4.1 Arbitration

In the event of any claim, dispute or difference arising out of or in connection with this Agreement including but not limited to the existence, validity, performance, interpretation or, implementation or termination of this Agreement or as the consequence of its nullity, or out of or in connection with any breach, or alleged breach of this Agreement including an Event of Default (hereinafter referred to as the "**Dispute**") between the parties hereto, then the parties hereby agree to refer such Dispute to arbitration to be conducted by the sole arbitrator appointed by the Lender ("**Arbitral Tribunal**").

The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 or any statutory modification or re-enactment thereof for the time being in force (hereinafter referred to as the "**Arbitration Act**"). The seat and venue of arbitration shall be Kolkata. The arbitration proceedings shall be conducted in English. The award of the Arbitral Tribunal shall be final and binding on all parties to the Dispute.

All cost and expenses in relation to any arbitration proceedings pursuant to this Clause shall be borne by the Borrower, unless such cost and expenses are otherwise provided for in the award passed by the Arbitral Tribunal.”

It is submitted on behalf of the petitioner that a sum in excess of Rs.600 crores is due and payable by the respondents. Significantly, the petitioner had also initiated a proceeding under Section 9 of the Arbitration and Conciliation Act, 1996 before this Court. By a notice dated 26 June, 2024 issued under section 21 of the Arbitration and Conciliation Act, 1996, the petitioner had *inter alia*, invoked the arbitration clause and sought for consent by the respondents for appointment of Arbitrator. Notwithstanding such letter, there has been no response by the respondents.

In view of the arbitral disputes and the existing arbitration clause by and between the parties, the Hon’ble Ms. Justice Indira Banerjee (Retired), Supreme Court of India is appointed as Sole Arbitrator in terms of the above clause to adjudicate the disputes by and between the parties.

The appointment is subject to the Sole Arbitrator communicating her consent in the prescribed format to the Registrar, Original Side of this Court within three weeks from date.

With the above directions, AP-COM/537/2025 stands disposed of.

As prayed for by the respondents, it is made clear that all questions insofar as the merits of the case are left open to be decided by the Sole Arbitrator.

(RAVI KRISHAN KAPUR, J.)