

ORDER SHEET
AP-COM/564/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

GTPL KOLKATA CABLE AND BROADBAND PARISEVA LTD
VS
MONTEL COMMUNICATIONS PVT LTD

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 30th July, 2025.

Appearance:
Mr. Pranit Bag, Adv.
Ms. Namita Agarwal, Adv.
Mr. Debdatta Saha, Adv.
. . .for the petitioner.

Mr. Indranil Nandi, Adv.
Mr. Sayak Konar, Adv.
. . .for the respondent.

The Court:

1. Affidavit of service filed in court is taken on record. Liberty is granted to the learned advocate for the respondent to file Vakalatnama in the department within a week from date.
2. This is an application for appointment of a learned Arbitrator in terms of Clause 7.12 of the Distributorship Agreement dated August 12, 2023. The petitioner contends that the respondent had failed and neglected to abide by the terms and conditions of the said agreement. The respondent had retained the advance payment, but failed to meet the target as per the requirement under the agreement. The petitioner is a Multi System Operator and the respondent is the Distributor.

3. A demand notice was sent by the petitioner on November 15, 2024, calling upon the respondent to pay an amount of Rs.90 lakhs along with interest of 18% per annum for breach of the agreement.
4. According to the petitioner, the respondent was required to activate 125000 subscribers by providing them digital cable T.V. Services of the petitioner company. Such target was to be met within 31st March, 2024. The seeding of the Set Top Boxes were not done. The allegations of breach have been enumerated in the first demand notice. A second demand notice was issued on December 23, 2024, reiterating the allegations.
5. The petitioner moved an application under Section 9 of the Arbitration and Conciliation Act, before the learned Judge, Commercial Court at Rajarhat and by order dated February 15, 2025, the Court restrained the respondent from operating the current account maintained with the HDFC Bank. It is submitted that the said order has been extended from time to time. The notice invoking arbitration was issued on April 22, 2025. The respondent received the said notice.
6. Learned advocate for the respondent submits that prior to invocation of the arbitration clause, the petitioner was required to enter into a conciliatory process by a mutual discussion. The petitioner failed to do so. Thus, this application is premature. Apart from such submission, it is also stated that the petitioner's allegations are not correct and the allegations of breach are concocted.

7. Considering the records, it appears that two demand notices were issued by the petitioner. Thereafter the petitioner was constrained to move the Civil Court for interim protections. The Civil Court, upon assessment of the situation, had passed a reasoned order granting such protection. In spite of receiving the demand notices neither did the respondent follow up the matter with the petitioner, nor did the respondent try to settle the disputes by mutual discussions.
8. Under such circumstances, this Court is satisfied that sending the matter for conciliation between the parties will be an empty formality. However, the parties are always free to negotiate.
9. This Court has not expressed any view on the allegations and counter allegations. All issues are left open to be decided by the learned Arbitrator. The parties are at liberty to raise all their objections and make their submissions in respect thereof, before the learned Arbitrator.
10. The Court appoints Smt. Manali Ali, learned Advocate (Mob. No. 8697348823) as the Arbitrator, to arbitrate upon the disputes between the parties. This order is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.
11. The learned Arbitrator shall fix her own remuneration as per the provisions of the Arbitration and Conciliation Act.
12. AP-COM/564/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)