

OCD-11

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

AP-COM/588/2025

RITA MONDAL
VS
INDIAN OIL CORPORATION LTD

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date :30th July, 2025.

Appearance:

Mr. Abhirup Chakraborty, Adv.
Mr. Tuhin Ganguly, Adv.
..for the petitioner.

Mr. Subhrendu Haldar, Adv.
Mr. Abhirup Haldar, Adv.
..for the respondent

The Court: This is an application for appointment of an Arbitrator on the basis of Clause 61(a) of the Dealership Appointment Agreement dated 26th June, 2008. The Clause provides that disputes and differences of any nature whatsoever, being a claim, cross-claim, counterclaim or set-off or arising out of any right, liability, act, omission or account of any of the parties to the said agreement, shall be referred to a sole Arbitrator. The sole Arbitrator shall be appointed by the Director (marketing) of the Indian Oil Corporation. The clause further provides that the dealer shall not be entitled to raise any objection to such appointment.

Mr. Haldar, learned advocate for the respondent raises an objection with regard to the arbitrability of the dispute. According to Mr. Haldar, there is no surviving dispute between the parties and the dealership agreement had been terminated on the failure of the petitioner to perform its

obligations under the agreement. The petitioner committed several breaches of the said agreement. The said agreement was admittedly terminated on April 11, 2025.

Having considered the documents on record and Mr. Haldar's contentions, this Court is of the view that the referral Court is not required to go into the question of arbitrability of the dispute. The issue whether the dispute at all arises out of the said agreement and will be covered by Clause 61(a) of the said agreement, touches on the question of arbitrability and jurisdiction of the learned arbitrator. Such issue has to be decided by the learned Arbitrator.

The notice invoking the arbitration has been served upon the respondent.

It appears that the dispute between the parties is alive and has been going for a while. It also appears that a proceeding under Section 9 has been initiated and an appeal from the order is pending. This referral Court is not required to go into the merits of the claim and counter-claim of the parties. Mr. Haldar's submission regarding breach of terms and conditions by the petitioner is also the matter which should be decided by the learned Arbitrator. Thus, keeping all points open, this application is allowed.

Under such circumstances, this Court appoints Mr. Satadeep Bhattacharyya, (Mob. No.9830138096) learned Advocate, as the Arbitrator, to arbitrate upon the dispute 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.

AP-COM/588/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)

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