

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

AP/153/2025
DR. SRIMA ADHIKARI
VS
L AND T FINANCE LIMITED

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 9th December, 2025.

Appearance:
Mr. N. N. Roy, Adv.
Ms. Somoshree Saha, Adv...for petitioner.

Ms. Shrayashee Das, Adv.
Mr. S. Chakraborty, Adv.
Mr. Tridibesh Dasgupta, Adv.
Ms. Rashmi Dahiya, Adv. ...for respondent.

The Court: The petitioner is the borrower, who has approached this court for appointment of an Arbitrator in terms of clause 12.1 of the Home Loan Agreement. The petitioner had availed of a credit facility from the respondent to the tune of Rs.69,60,000/-. The petitioner allegedly failed to repay the loan in terms of the schedule. The respondent terminated the said loan agreement by issuing a loan recall notice on June 23, 2025 and demanded the outstanding payment of Rs.62,25,031/-. Thereafter, a notice invoking arbitration was issued by the respondent, suggesting an on-line mode of arbitration by nominating a sole arbitrator. The petitioner does not agree to such mode and this application has been filed.

The deed mentions Kolkata as the venue and the parties had also agreed to the exclusive jurisdiction of the courts at Kolkata.

In view of the existence of the arbitration clause, the application is allowed by referring the dispute to a sole arbitrator.

Under such circumstances, Ms. Suchishmita Ghosh (Mob. No. 7980857275), learned Advocate, Bar Library Club, is appointed as the arbitrator, to resolve the disputes between the parties.

This order is passed subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his remuneration in terms of the Schedule of the Act.

AP/153/2025 is accordingly disposed of.

(SHAMPA SARKAR, J.)

pkd.