

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA  
COMMERCIAL DIVISION  
ORIGINAL SIDE

AP-COM/677/2025  
SHYAM STEEL MANUFACTURING LIMITED  
VS  
AJEET KUMAR JAIN

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 17<sup>th</sup> September, 2025.

Appearance:

*Ms. Rajshree Kajaria, Adv.*

*Ms. Vrinda Kedia, Adv.*

*.... for the petitioner*

The Court: Despite service none appears on behalf of the respondent.

Affidavit of service is taken on record.

This is an application for appointment of a learned arbitrator. The dispute arose out of a Dealership Agreement which was executed on December 1, 2023. The petitioner supplied the goods to the respondent who was the dealer. It is contended that a sum of Rs. 1.79 crore approximately, remained unpaid. Eight cheques had been issued by the respondent, which were dishonoured. It is contended that a demand notice was issued. The respondent acknowledged the debt and undertook to value the requisite payment in various tranches of Rs. 3 lakhs to Rs. 5 lakhs each. Such payment was not made.

The petitioner approached this Court under Section 9 of the Arbitration and Conciliation Act, 1996 for interim reliefs. Upon, prima facie, being satisfied that a case had been made out for protection of the amount of Rs. 1.79 crores, some of the bank accounts of the respondent had been attached to the tune of Rs. 1.79 crores.

Clause 16 of the agreement contains the arbitration clause. The petitioner has accordingly approached this Court after invoking the arbitration clause, for reference of the dispute to arbitration.

The jurisdiction clause in the agreement provides that the High Court at Calcutta will have jurisdiction in respect of all matters arising out of the agreement.

All objections that are available to the respondent including the question of jurisdiction of the learned arbitrator, non-arbitrability of the issue, limitation etc. are left open to be raised before the learned arbitrator.

In view of the above facts and in view of the fact that the respondent has consistently not appeared before the Court in the earlier proceeding, the same is taken up ex parte. The application is allowed, by appointing Mr. Sayantan Bose, learned advocate (M-9830775264) as the sole 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.

This Court has not made any observation on the merits of the claim of the petitioner.

(SHAMPA SARKAR, J.)

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