

OC-11

AP-COM/798/2024
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

SITAL KUMAR PODDAR, SOLE PROPRIETOR OF M/S S.K. ENGINEERING
VS
SEIKH JAFARULLA AND ANR

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date : 10th February, 2025.

Appearance:
Mr. Sourojit Dasgupta, Adv.
Mr. Vikas Baisya, Adv.
Ms. Ranjana Seal, Adv.
. . .for the petitioners.

The Court: Affidavit of service filed in Court is taken on record.

The contention of the petitioner is that the disputes arise out of non-payment of an amount of over Rs.45 lakhs by the respondents on account of goods delivered.

Paper publication in the Business Standard and in the Janasatta have been made.

Despite paper publication and service by Speed Post, none appears on behalf of the respondents. Under such circumstances, the matter is taken up in the absence of the respondents.

The dispute arises out of a memorandum of understanding which contains an arbitration clause. The clause provides that any dispute or difference arising

between the parties in connection with the agreement or breach thereof, which cannot be satisfactorily settled by conference between the parties, shall be finally determined by arbitration. The provisions of Indian Arbitration and Conciliation, Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata. The petitioner contends that the parties entered into a business transaction. Payment was not made to the petitioner in the manner prescribed. A cheque issued by the respondents had bounced.

Under such circumstances, the arbitration clause was invoked. The cheque issued by the respondent was dishonoured sometime in May, 2023. Thereafter, the petitioner invoked the arbitration clause and called upon the respondents to provide their consent to the appointment of a learned Advocate of the High Court as the sole Arbitrator to adjudicate the dispute between the parties. The respondent did not reply.

Under such circumstances, this application has been filed. Service by Speed Post was effected. Thereafter, on account of the absence of the respondents, this Court directed paper publication, which has been done.

Under such circumstances, the Court appoints Mr. Amritam Mandal [Mob. No. 9883731230] learned Advocate as the Arbitrator, to arbitrate upon the dispute. This order is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his own remuneration as per the provisions of the Arbitration and Conciliation Act, 1996.

All questions and objections can be raised by the parties before the learned Arbitrator. The admissibility of the claim will also be decided by the learned Arbitrator along with all other objection.

AP-COM 798 of 2024 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)

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