

OCD -25

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/709/2025
VDL SPORTS EDUCATION AND MANAGEMENT SERVICE PRIVATE
LIMITED
VS
UNION OF INDIA AND ORS

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 17th September, 2025.

Appearance:

Mr. Billwadal Bhattacharyya, Sr.Adv.

Mr. Amritam Mandal, Adv.

Mrs. Swati Agarwal, Adv.

.... for the petitioner

Ms. Amrita Pandey, Adv.

...for the respondents

The Court: This is an application for appointment of a learned arbitrator. It is submitted that disputes arose between the parties out of a contract dated January 24, 2023. Clause 12 of the said contract provides for resolution of dispute between the parties, by arbitration.

Mr. Billwadal Bhattacharyya, learned senior advocate for the petitioner submits that the petitioner is aggrieved on account of unpaid dues and illegal termination of the contract.

Ms. Pandey, learned Advocate for the respondent submits that disputes fall under “excepted matters” and hence not arbitrable. It is further contended that the monetary claim and the allegation of illegal termination of the contract were baseless and unfounded.

Admittedly, there is an existing arbitration clause between the parties and there are disputes. The notice invoking arbitration is annexed to this application.

The contentions of Ms. Pandey are on the merits of the claim and shall be decided at the appropriate stage, by the learned arbitrator. Whether the claims will fall within “excepted matters” are matters of evidence, which shall be decided by the learned Arbitrator. All objections with regard to arbitrability, jurisdiction, limitation etc. shall be raised before the learned Arbitrator.

Under such circumstances, this application is allowed by appointing Hon’ble Justice Samapti Chatterjee (retired) 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 her remuneration as per the Schedule of Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)