

OCD 12

ORDER SHEET
AP-COM/777/2025
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

MAAN STEEL AND POWER LIMITED
VS
JOYOUM CONSTRUCTION PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 18th November, 2025.

Appearance:
Mr. Aniruddha Mitra, Sr. Adv.
Mr. Debraj Sahu, Adv.
Mr. Bhaskar Dwivedi, Adv.
Ms. Antara Biswas, Adv.
Mr. Hareram Singh, Adv.
Mr. Saptarshi Ranjan Chatterjee, Adv.
...for the petitioner

The Court:

1. Affidavit of service filed today is taken on record. This is the second service upon the respondent. Despite service, the respondent has chosen not to appear before the Court. Under such circumstances, the matter proceeds in the absence of the respondent.
2. The dispute arises out of an Agreement of Distributorship entered into between the parties on 15th December, 2022. The arbitration clause is Clause S(1) of the agreement. It provides as follows:-

“S. ARBITRATION:

1. *All disputes and differences and/or questions which may arise at any time during the continuance of this agreement at any time here after between the Company and the Distributor in relation to all or connection with or concerning or touching and/or touching true construction of this agreement or the rights and liabilities of the parties hereto or the interpretation of the terms and conditions contained herein or the claims and liabilities on transactions of the parties in connection with this agreement shall be referred to the arbitration of a Sole it Arbitrator to be appointed by the company. Such arbitration proceedings shall be held in accordance with and/or shall be governed by the provisions of the Arbitration and Conciliation Act 1996 and/or any statutory modification or re-enactment thereof for the time being in force. The arbitrator shall have powers of summary procedure and shall not be required to give reasons in support of the award.”*
3. The dispute arose for alleged non-payment of goods sold and delivered.
According to the petitioner, a demand notice was issued, but only a part payment was made sometime in June, 2024. A notice invoking arbitration was issued on 11th August, 2025. The petitioner suggested the name of a learned advocate as an arbitrator. The respondent had not replied to the same. Thus, there is a disagreement with regard to the arbitrator proposed by the petitioner.
4. Under such circumstances, this application is allowed. The objections which may be available to the respondent with regard to the admissibility of the claim, arbitrability of the dispute, mis-joinder and non-joinder of parties limitation etc. shall be raised before the arbitrator and the learned arbitrator shall decide all such objections in accordance with law.
5. This Court has not entered into the merits of the disputes.

6. Under such circumstances, the Court appoints Mr. Debdut Mukherjee, learned Advocate (Mob. No.8240441229), Bar Library Club, as the Arbitrator, to arbitrate upon the disputes between the parties. This appointment 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 Schedule of the Act.
7. AP-COM/777/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)