

ORDER SHEET
AP-COM/793/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

L AND T FINANCE LIMITED
VS
SUPER PLAST INDUSTRIES AND ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 2nd December, 2025.

Appearance:
Ms. Shrayshee Das. Adv.
Mr. Tridibesh Dasgupta, Adv.
Ms. Rashmi Dahiya, Adv.
Mr. Shubhayan Chakraborty, Adv.
...for the petitioner.

The Court:

1. Affidavit of service filed in Court is taken on record.
2. By an order dated November 18, 2025, this Court had directed service upon the respondent nos. 2, 3 and 4 who are the partners of the respondent no.1.
3. Under such circumstances, this Court holds that the service has been effected upon the respondent nos. 2, 3 and 4 on two occasions and as such the matter shall proceed ex- parte against the respondents.
4. The petitioner is a finance company. The respondents obtained credit facility from the petitioner and a loan agreement was entered into on January 27, 2025. The respondents allegedly defaulted in repayment of

the loan even after raising demands. All the respondents are borrowers. A sum of Rs. 50 lakhs had been lent to the respondents. The same was repayable as per the schedule along with interest, in instalments. Due to repeated failure and neglect to make the repayment, the petitioner issued a notice on August 20, 2025, upon terminating the loan agreement. By the said notice itself, the petitioner invoked the Arbitration Clause and nominated a sole Arbitrator. The postal article returned with the endorsement 'not located' with regard to the respondent no.1. All the other respondents were duly served with the notice invoking arbitration. As on August 14, 2025, the total demand/claim was Rs.51,92,403.79. Clause 8 of the agreement provides that any dispute or claim arising out of or in relation to this agreement, shall be referred and resolved by arbitration, administered electronically by a sole Arbitrator to be appointed by any online dispute resolution forums.

5. This Court is of the view that notice invoking arbitration does not mention the forum. The arbitration clause talks about an electronically conducted arbitration by a forum. It does not appear that the arbitration Clause has been invoked in the proper manner. Accordingly, the application is disposed of, granting liberty to the petitioner to issue a proper notice invoking arbitration, in accordance with law and take steps thereafter as may be permissible.

(SHAMPA SARKAR, J.)