

OC-10

AP-COM/915/2024
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

ADELINE PHARMACEUTICAL PRIVATE LIMITED
VS
STRATHSPEY LABS PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : 3rd March, 2025.

Appearance:
Mr. Debmalya Ghosal, Adv.
Mr. Jayanta Datta, Adv.
Mr. Biman Kr. Saha, Adv.
. . .for the petitioner.

The Court: Four affidavits of service have been filed indicating that paper publications in English and Hindi have been made both in Mumbai and in West Bengal. Under such circumstances, this Court can proceed with the matter. Despite such service, none appears on behalf of the respondents. It appears that, when direction for paper publications was given by the Court, the respondent had already been served. Yet, by way of abundant caution, the publication was directed.

The petitioner was appointed as a stockiest of the respondent. The said arbitration agreement is contained in the offer letter, which was accepted by the petitioner. The letter was issued on May 18, 2023. The petitioner was appointed as a stockiest by the respondent.

The dispute, according to the petitioner, is with regard to non-refund of the money deposited by the petitioner upon the respondent taking back the unused and expired medicines. By a demand notice dated May 10, 2024, the petitioner had enumerated the controversy and the dispute. The respondent's legal consultant informed the petitioner that the contract was being terminated and that the goods which the petitioner wanted to return would not be accepted. The said notice is dated June 19, 2024.

The petitioner issued a notice invoking arbitration clause, which was not served upon the respondent. Accordingly, the petitioner again issued a letter dated August 19, 2024 invoking the arbitration clause. Such letter was received by the respondent. The arbitration Clause is set out below:-

“All disputes arising out of or in connection with interpretation or implementation of the present terms and conditions shall be finally settled under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Kolkata. The proceedings shall be conducted in English Language.”

Under such circumstances, the Court appoints Mr. Sankarsan Sarkar, Advocate (Mobile No.9830060937) learned Advocate as the Arbitrator, to arbitrate the dispute. This order is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

All objections which are available to the respondent shall be raised before the learned arbitrator. This Court has not expressed any opinion on the merits of the claim.

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

AP-COM/915/2024 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)

sp/s.kumar