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ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

AP/199/2025
KOTAK MAHINDRA PRIME LTD
VS
BINOD KUMAR CHAHARIA ANR.

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 11^h December, 2025.

Appearance:

The Court: The petitioner is a finance company. Allegedly, the respondents approached the petitioner for a loan to purchase a vehicle. A car finance agreement was entered into between the parties on January 22, 2022. The amount of Rs.15,42,291/- was sanctioned in favour of the respondents as loan. The sum was to be repaid in 60 monthly instalments. Allegedly, the respondents did not make the payment as per the repayment schedule and the car finance agreement was terminated by notice dated December 14, 2024.

According to the petitioner, an amount of Rs.8,11,240/- is outstanding. The petitioner unilaterally appointed an arbitrator but the respondents objected. The learned Arbitrator withdrew from the proceeding. Thereafter, a notice invoking arbitration was issued on August 6, 2025. The petitioner suggested the name of a learned advocate, to adjudicate the dispute between the parties. The respondents replied to the said notice, but did not agree to the nomination made by the petitioner. The learned advocate for the respondents questioned the validity of the said agreement.

Under such circumstances, this application has been filed for appointment of an arbitrator. The learned advocate for the respondents

denies such claim of the petitioner. It is submitted that the claim is not only inflated but also barred by limitation.

The arbitrability of the claim, validity of the agreement etc., must be decided by the arbitrator. The enquiry of the referral court is restricted to the existence of the arbitration agreement and nothing beyond that.

In my view, there was an agreement between the parties that their disputes shall be referred to arbitration. A notice invoking arbitration has already been issued. The submissions of the parties indicate that there is an existing dispute.

All objections available to the respondents with regard to arbitrability of the issue, the admissibility of the claims, limitation etc. shall be raised before the learned Arbitrator.

Under such circumstances, Mr. Abhishek Banerjee, learned Advocate [M:9062798925] of this Court, is appointed as the arbitrator to resolve the disputes between the parties.

This order is passed subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his remuneration, in terms of the Schedule of the Act.

AP/199/2025 is accordingly disposed of.

(SHAMPA SARKAR, J.)

pkd.