

OCD 12

ORDER SHEET
AP/867/2022
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

ISHIKA FERTILIZERS LTD
VS
UNITED ORGANICS PVT LTD

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

Appearance:
Mr. Pranit Bag, Adv.
Mr. Manish Shukla, Adv.
Ms. Ivi Banerjee, Adv.
Ms. Dipa Singhal, Adv.
. . .for the petitioner.

The Court:

1. Despite service, none appears on behalf of the respondent in spite of repeated calls. Mr. Deepak Tyagi learned advocate appeared on behalf of the respondent on an earlier occasion. The learned Advocate is not present.
2. The petitioner seeks appointment of an Arbitrator on the basis of Contract No. UOPL-IFL/RPH/001/2022 dated July 6, 2022. The parties entered into an agreement for supply of 20,000 mt. of Rock Phosphate and the terms and conditions of the agreement were set out in the aforementioned contract dated July 6, 2022 which was duly

executed on July 25, 2022. The respondent acted as a broker and agreed to confirm the sale of Rock Phosphate in bulk from Syria.

3. It is alleged that 25% of Rs.6,80,00,000/- was paid to the respondent by the petitioner and it was agreed that the balance would be paid after the respondent supplied the original documents including the bill of lading to the petitioner. Upon receipt of 25% of the consignment amount the respondent was under an obligation to fulfil the reciprocal promise. However, the respondent did not provide the original documents or the bill of lading to the petitioner, thereby committing a breach of the obligation under the contract. An email was received from the respondent dated August 27, 2022 wherein an allegation was made that the petitioner had failed to make payment of 25% of Rs.6,80,00,000/-. The petitioner had no other alternative but to terminate the contract.
4. In view of such allegations of breach of the covenants, the respondent on September 3, 2022 issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996 imputing various allegations against the petitioner. The petitioner issued a reply denying such allegations. The petitioner was not agreeable to the nominee of the respondent. It was the respondent who had invoked the Arbitration Clause and nominated an Arbitrator. The petitioner did not agree to such nomination.

5. Under such circumstances, the existence of an arbitration agreement and a dispute between the parties is not in doubt. Under the clause the High Court at Calcutta has been agreed to have exclusive jurisdiction.
6. Under such circumstances, this Court refers the matter to arbitration by appointing Mr. Sakya Sen, learned Senior Advocate as the sole arbitrator, to arbitrate upon the disputes between the parties. The learned Arbitrator shall comply with the provisions of Section 12 of the Arbitration and Conciliation Act, 1996.
7. The learned Arbitrator shall be at liberty to fix his remuneration as per the schedule of Arbitration and Conciliation Act, 1996.
8. AP 867 of 2022 is disposed of accordingly.

(SHAMPA SARKAR, J.)