

ORDER

OD - 20

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP/83/2026
MS HOSSAIN ENTERPRISE
VS
MS CENTURY EXTRUSIONS LTD

BEFORE
HON'BLE JUSTICE GAURANG KANTH
Date: June 23, 2026.

Appearance:-

Mr. Anindya Sundar Das, Adv.
Mr. Shaunak Ghosh, Adv.
Syed Ali Afzal, Adv.
Ms. P. Mondal, Adv.
Mr. Suman Halder, Adv.
Ms. S. Yeasmin, Adv.
...for petitioner.

Mr. Bratin Kumar Dey, Adv.
Ms. Anhana Banerjee, Adv.
Mr. Subhankar Banerjee, Adv.
...for respondent.

The Court:- The petitioner has filed the present application under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a sole Arbitrator to adjudicate the disputes and differences which have arising between the parties in terms of the agreement dated 1st April, 2025.

Learned counsel for the petitioner submits that the petitioner was engaged by the respondent under the aforesaid agreement for providing Manpower Supply and Allied Support Services to the respondent's factory at Kharagpur. It is submitted that the agreement was for the period 01.04.2025 to 31.03.2026 and contained an arbitration clause being clause No.23. It is submitted that

during the subsistence of the agreement, the petitioner rendered all services in terms of the said contract and subsequently, dispute arose between the parties in relation to the performance and termination of the said agreement. Learned counsel for the petitioner submits that on or about 06.03.2026 the respondent communicated its decision not to continue with the contractual arrangement.

In view of the disputes and differences that have arisen between the parties, the petitioner invoked the arbitration clause as contained in clause 23 of the said agreement by issuing a notice under Section 21 of the Arbitration and Conciliation Act dated 18.03.2026.

The respondent replied to the said notice and disputed the allegations of the petitioner, though the respondent did not take any effective steps for constitution of the arbitral tribunal in accordance with the arbitration agreement.

Learned counsel for the respondent does not dispute the execution of the agreement though he states that by efflux of time the agreement has expired and that the petitioner has no rights under the said agreement.

Upon consideration of materials placed on record and submissions advanced by the learned counsel for the parties, this Court is satisfied that there is an arbitration agreement existing between the parties wherein the arbitration Clause No.23 governing the dispute between the parties is contained. The dispute sought to be referred arise out of the said agreement and prima facie is governed by the arbitration clause as contained therein. Since the procedure for constitution of the arbitral tribunal has failed and no

arbitrator has been appointed pursuant to the invocation of the arbitration notice, this Court is satisfied that requirement of exercise of jurisdiction under Section 11 stands fulfilled.

In view of the said findings, this Court is of the prima facie view that this case is a fit case for appointment of an Arbitrator.

Accordingly, this Court appoints Mr. Rohit Das (Mob. No. 9831916012) as the sole Arbitrator to adjudicate the disputes between the parties.

All questions relating to arbitrability of the dispute, admissibility of the claims, limitation and other issues are kept open to be urged before the learned sole Arbitrator.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12(5) of the Arbitration and Conciliation Act, 1996.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)