OCD-12

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

IA NO. GA-COM/1/2026
In AP-COM/500/2026

M/S. ABIM TECHNOLOGIES PRIVATE LIMITED
Vs
M/S. PANCARD CLUBS LIMITED AND ORS

BEFORE:
The Hon'ble JUSTICE GAURANG KANTH
Date : 7th October, 2026.

Appearance:
Mr. Sanjib Mitra, Adv.
Ms. Shalini Mukherjee, Adv.
...for the petitioner

Mr. Deepesh Sharma, Adv.
Mr. Yubaraj Bhattacharyya, Adv.
..for the respondent

Mr. Soumen Barman, Adv.
..for the proforma respondent

The Court: This is an application filed by the petitioner for restoration of AP-COM/500/2026, which was dismissed for default vide order dated 10th August, 2026.

Learned Counsel for the respondent does not oppose the present application.

Having heard the arguments advanced by the learned Counsel for the petitioner and upon considering the reasons stated in the application, IA

No.GA-COM/1/2026 is allowed and AP-COM/500/2026 is restored to its original position.

AP-COM/500/2026 is taken up for consideration.

The petitioner has preferred the present petition 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 arisen between the parties out of the Agreement dated 1st June, 2025.

The petitioner is engaged in the business of running hotels. It is the petitioner's case that the respondent, described as the owner under the agreement, entrusted the petitioner with the operation and running of the business by the name of "My Fair Beach Resort" comprising of 12 Duplex Cottages situated at Purba Medinipur.

The disputes and differences arose between the parties in relation to the accounts and the contractual arrangement governing the operation of the hotels.

Learned Counsel for the respondent does not deny the execution of the agreement between the parties. Clause 26 of the agreement contains an arbitration clause. The same is not disputed by the parties.

The petitioner had invoked the arbitration proceedings by issuing a notice under Section 21 of the Act dated 6th March, 2026. The same was not replied to by the respondent.

According to the petitioner, the respondent neither concurred with the proposed appointment of the nominated Arbitrator nor took any steps for the

appointment of the Arbitrator. In view of the same, the constitution of the arbitral tribunal could not be done.

It is now well settled principle of law that the jurisdiction of the court under section 11 of the Arbitration and Conciliation Act, 1996 is confined to a *prima facie* examination of the existence and validity of the arbitration agreement.

Since the agreement is not under dispute and the arbitration clause contained in the agreement is also not disputed between the parties, this Court, is, therefore, satisfied that the requirements under Section 11(6) of the Act stand fulfilled and that the disputes between the parties are fit to be referred to arbitration.

Accordingly, with the consent of the parties, this Court appoints Mr. Mainak Bose, Senior Advocate (Mobile No. 9830467707) as the learned sole Arbitrator to adjudicate the disputes between the parties.

The learned Sole Arbitrator shall enter upon the reference after making the disclosure in terms of Section 12(1) of the Act and subject to the provisions of Section 12(5) thereof.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act or as may be mutually agreed between the parties.

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

It is clarified that all questions relating to the arbitrability of the disputes, maintainability, the admissibility of the claims, limitation, jurisdiction, and all other issues are left open to be urged before the learned Sole Arbitrator, who shall decide the same in accordance with law.

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

(GAURANG KANTH, J.)

bp.