

OCD 6

ORDER SHEET
AP-COM/801/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

SREI EQUIPMENT FINANCE LIMITED
VS
RAJESH LIHALA

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 10th February, 2026.

Appearance:
Mr. Swatarup Banerjee, Adv.
Mr. Sariful Haque, Adv.
Mr. Subhankar Chakraborty, Adv.
Ms. Harshita Nath, Adv.
...for the petitioner

The Court:

1. The disputes between the parties arise out of the Loan Agreement dated November 1, 2018. A loan agreement was entered into between the parties bearing agreement No.173326 dated November 1, 2018. The said agreement provides for resolution of disputes between the parties through arbitration.

2. Clause 9.11 of the agreement for loan specifies that each and every dispute or difference arising out of the agreement including any dispute with regard to outstanding dues, shall be resolved by arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and

Conciliation Act, 1996 and the rules framed thereunder. A single arbitrator to be appointed by the lender to adjudicate the dispute. The clause provides that the arbitration shall be held at Kolkata. The petitioner seeks appointment of an arbitrator to adjudicate the dispute arising out of the said agreement. A notice invoking arbitration was issued on July 11, 2025, which was duly delivered upon the respondents. The respondent had replied to the said notice by letter dated July 29, 2025 not agreeing to the appointment of the proposed arbitrator.

The postal track report has been annexed to this application. This application was not served upon the respondents, despite several attempts by the postal authorities.

3. Under such circumstances, this Court had directed publication in two widely circulated dailies one in English and the other in Hindi. The same has been done. The affidavit of service enclosing copies of the paper publication are taken on record.

4. It is submitted that the respondents defaulted in making payments of the monthly instalments and thus, committed breach of the terms and conditions of the agreement. The agreement was terminated by a notice dated July 4, 2022. In view of the aforementioned disputes, the petitioner seeks reference of the matter to a sole arbitrator. The prayer is allowed.

5. All questions with regard to arbitrability of the dispute, admissibility of the claim, limitation etc. are kept open, to be decided by the learned arbitrator, if raised.

6. Under such circumstances, the Court appoints Justice Sahidullah Munshi, former Judge of this Court, as the Arbitrator, to arbitrate upon the disputes between the parties. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall fix his own remuneration as per the Schedule of the Act.

7. AP-COM/801/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)