

ORDER

OCD - 26

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/1004/2025
SREI EQUIPMENT FINANCE LIMITED
VS
SAI LOGISTICS AND ANR.

BEFORE
HON'BLE JUSTICE GAURANG KANTH
Date: March 31, 2026.

Appearance:-
Mr. Swatarup Banerjee, Adv.
Mr. Sariful Haque, Adv.
Mr. Subhankar Chakraborty, Adv.
Ms. Harshita Nath, Adv.

The Court:- The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitral Tribunal comprising of a sole Arbitrator to adjudicate the disputes between the parties.

This Court vide order dated 3rd February, 2026 had directed substituted service upon the respondents. Learned counsel for the petitioner has filed affidavit of service wherein service through publication has been effected upon the respondents. Despite the same, none appears on behalf of the respondents.

Affidavit of service is taken on record.

Learned counsel for the petitioner submits that the respondents availed financial assistance from the petitioner to the tune of 2,45,00,000 /- under a Loan Agreement dated 02.04.2019 bearing agreement No.176941. It is further submitted that on behalf of the respondent No. 1, the respondent No. 2 executed a Corporate Guarantee dated 02.04.2019. Both these agreements are independent and yet form part of the same transaction. It is submitted that the respondents committed defaults in adhering to the payment schedule as agreed between the parties.

In view thereof, the petitioner vide letter dated 04.07.2022 terminated the said Loan Agreement dated 02.04.2019 and demanded a total sum of Rs.3,94,72,755/- as on 04.07.2022. Despite receipt of the said notice, the respondents failed to liquidate the outstanding amount.

The petitioner had appointed Mr. Rajtilak Ghoshal, an advocate, as an arbitrator. The said learner arbitrator had withdrawn his appointment vide letter dated 22.07.2025 due to personal reasons.

It is further submitted by the learned counsel for the petitioner that the arbitration clause being clause No.9.11 is contained in the Loan Agreement dated 12.04.2018. The petitioner issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996 on 08.08.2025. Despite receipt of the said notice, the respondents failed to respond or liquidate the loan taken from the petitioner.

In the aforesaid circumstance, the petitioner has sought appointment of a sole Arbitrator to adjudicate the disputes between the parties. The disputes between the parties arise out of the alleged default in repayment of the loan amount. The notice invoking arbitration was issued on 08.08.2025. Prima facie, it appears that disputes have arisen between the parties in terms of the Loan Agreement dated 02.04.2019 which contains an arbitration clause therein. The jurisdiction of this Court is attracted in terms of the clause mentioned by the learned counsel for the petitioner. Thus, this Court is satisfied that the present case is a fit case for reference to arbitration.

Accordingly, this Court appoints Mr. Justice Sahidullah Munshi (Retired), (Mob. No. 8335073597), 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 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.)

R. D. Barua