
(2020) 01 CAL CK 0222

In the Calcutta High Court

Case No : Arbitration Petition (AP) No. 33 Of 2020

Bhola Nath Jaiswal @ Bhola Jaiswal & Ors.

APPELLANT

Vs

Kalamunj Realtors Pvt. Ltd.

RESPONDENT

Date of Decision : 27-01-2020

Acts Referred:

Arbitration And Conciliation Act, 1996 — Section 11(6)

Citation : (2020) 01 CAL CK 0222

Hon'ble Judges : Ashis Kumar Chakraborty, J

Bench : Single Bench

Advocate : Jishnu Chowdhury, Chayan Gupta, G. S. Gupta, Chanchal Dutta, Deblina Lahiri, Debashish Sarkar, Joybrata Mukherjee, Mrinmoy Chatterjee

Judgement

Ashis Kumar Chakraborty, J

The Court: In the application under Section 11(6) of the Arbitration and Conciliation Act, 1996(in short "the Act of 1996"), the petitioners have prayed for appointment of an Arbitrator to adjudicate the disputes and differences arisen between the parties relating to registered agreement dated July 26, 2007.

A copy of this application has been served upon the respondent who is represented by its Counsel.

Clause 15 of the said agreement dated July 26, 2007 contemplates that all disputes and differences arising out of the said agreement regarding the rights and liabilities of the parties thereto shall be referred to arbitration under the Act of 1996. The respondent does not dispute the existence of the arbitral agreement. The respondent has not disputed the arbitration agreement between the parties. However, the respondent neither did accept the Arbitrator nominated by the petitioner nor has it mentioned any other person to act as the Arbitrator.

In the above facts, it is evident that there is no dispute between the parties with regard to the existence of the arbitration agreement for adjudication of the disputes arisen between the parties. The parties have, however, failed to agree

to the appointment of a sole Arbitrator for adjudicating the disputes arisen between them relating to the said agreement dated July 26, 2007.

Considering the facts of this case, Mr. Shyamaprosad Sarkar, learned Senior Advocate of Bar Library Club is appointed as the sole Arbitrator to adjudicate the disputes between the parties relating to the agreement dated July 26, 2007.

The arbitrator would be free to fix his fees and to engage the secretarial staff to conduct the arbitral proceeding. The fees of the arbitrator and the remuneration of the secretarial staff shall be borne by the parties in equal share.

With the above direction, the application, A.P. No. 33 of 2020 stands disposed of.