

ORDER

OCD – 16

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/124/2026
UDIT GANGULY AND ANR.
VS
M/s YASH MANUFACTURERS

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 26th February 2026

Appearance:-

Ms. SonalSaha, Advocate
... for the petitioners.

1. Affidavit of service is taken on record. Despite service, none appears for the respondent. It appears that the respondent was also served by email in addition to registered speed post.
2. The petitioners and the respondent entered into a joint agreement on June 1, 2023. The petitioners' case is that in terms of the said agreement, both parties agreed to collaborate for the business of manufacturing, marketing, distributing, selling and/or supplying the products, specifically pumps and pump sets, to government sectors, public sectors and non-government undertakings, with special focus on the railway sector. Under the said agreement, the petitioners were required to secure the projects and orders through their bidding process and the respondent was responsible for manufacturing the products. Article-16 of the agreement provides for settlement of disputes by arbitration by a sole arbitrator. The venue of the arbitration had been agreed to be Kolkata, West Bengal.

3. The petitioners allege that the respondent had committed several breaches namely, unilateral termination, refusal to supply the products, arbitrary price increase, failure to fulfil warrantee obligations and also breach of the exclusivity clause. As a result, the petitioners suffered significant damages towards additional costs, incurred loss of business opportunity and the railways also imposed damages. The dispute could not be resolved amicably, although several meetings were held between the parties. By a notice dated September 22, 2025, the petitioners invoked the arbitration clause and suggested three names of persons who could be appointed as the sole arbitrator, asking the respondent to choose one. The respondent disagreed with the proposal to send the dispute to arbitration. The respondent allegedly informed that it had a counter-claim of more than Rs.23 lakh. The petitioners submit that in September 2025, the claim of the petitioners was more than Rs.16 lakh, but the said claim has gone up substantially.
4. In view of the disputes which have been raised by the petitioners and upon going through the reply of the respondent, it appears that there are disputes between the parties which are required to be resolved in terms of the arbitration agreement.
5. Under such circumstances, this application is allowed by appointing Mr. Avishek Guha, Advocate [Mobile: 9830956258], as the sole arbitrator, to arbitrate upon the disputes between the parties. The learned Arbitrator shall comply with the provisions of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall be at liberty to fix his

remuneration as per the schedule of the Arbitration and Conciliation Act, 1996.

6. All questions as to the arbitrability of the issues, admissibility of the claims, limitation etc, shall be decided by the learned arbitrator, if so raised.
7. AP-COM 124 of 2026 is disposed of accordingly.

(SHAMPA SARKAR, J.)

S. Kumar