

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP/54/2026

M/S. LIEBIGS AGRO CHEM PRIVATE LIMITED

VS

REJUAN KRISHI BHANDAR

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 7th July, 2026.

Appearance
Mr. Aranya Saha, Adv.
...for the petitioner

Ms. Shabana Hasin, Adv.
...for the respondent

The Court: The present application has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a Sole Arbitrator for adjudication of the disputes arising out of a distribution agreement dated 13.05.2025 executed between the parties.

Learned Counsel for the Petitioner submits that the petitioner is engaged in the business of development, manufacturing, and distribution of agro chemicals, bio-pesticides, and allied products, which reach end users through a network of distributors. The respondent is a proprietorship concern engaged in the distribution business of selling agro chemicals, bio-pesticides, and allied products to intending purchasers. In the month of April, 2025, the respondent approached the petitioner with an intent to enter into a distribution agreement for the purpose of selling the petitioner's products. Pursuant thereto, the parties entered into a distribution

agreement dated 13th May, 2025, whereunder the respondent was appointed as a distributor/seller of the petitioner's products. It is submitted that, pursuant to the said agreement, the respondent placed various orders upon the petitioner, and the petitioner duly supplied the products. The respondent accepted delivery of the goods without raising any dispute regarding their quality, quantity, or specification. Thereafter, invoices were raised in accordance with the terms of the agreement. Under the contract, the respondent was required to make payment of the invoices within a period of 30 days from the date of receipt thereof.

Learned Counsel for the petitioner submits that, despite receipt and acceptance of the goods supplied, the respondent failed to liquidate the outstanding dues. Repeated requests and demands made by the petitioner did not evoke any response. Consequently, the petitioner issued a notice of demand dated 8th December, 2025, claiming an outstanding amount of Rs. 5,02,255/- together with interest and incidental charges. Despite receipt of the said notice, the respondent neither disputed the claim nor made any payment thereof. Accordingly, disputes and differences arose between the parties in relation to the contractual obligations.

Learned Counsel for the petitioner further submits that Clause 10.4 of the agreement contains an arbitration clause providing that all disputes and differences arising between the parties shall be resolved by appointment of a sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The agreement further stipulates Calcutta as the seat of arbitration and confers jurisdiction on this Court. The petitioner thereafter invoked the arbitration clause by issuing a notice under Section 21 of the Arbitration and Conciliation Act dated 13.01.2026, calling upon

the respondent to take necessary steps for constitution of the arbitral tribunal. The said notice was duly served upon the respondent. Despite receipt thereof, the respondent failed to take any further steps towards constitution of the arbitral tribunal.

Learned Counsel for the respondent states that the parties had duly entered into the distribution agreement dated 13.05.2025. She acknowledges the existence of the arbitration clause contained in the said agreement and submits that the disputes between the parties are referable to arbitration in terms of the contractual provisions contained therein.

It is well settled that the scope of examination by the Court, while exercising jurisdiction under Section 11 of the Arbitration and Conciliation Act, 1996, is confined to the limited issue of whether a valid arbitration agreement exists between the parties.

In view thereof, with the consent of the parties, this Court appoints Ms. Srijani Mukherjee, Advocate (Mob: 7980021564), as the Sole Arbitrator to adjudicate the disputes between the parties.

The learned Sole Arbitrator shall be entitled to fix her remuneration in accordance with the Fourth Schedule to the Arbitration and Conciliation Act, 1996, unless otherwise agreed by the parties.

The learned Arbitrator shall, prior to entering upon the reference, make the necessary disclosure in terms of Section 12(5) of the Act.

It is clarified that all questions relating to the arbitrability of the disputes, 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.

The Petitioner shall communicate a copy of this order to the learned Sole Arbitrator forthwith for necessary action.

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

(GAURANG KANTH, J.)

S. Mandi
AR(CR)