

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/633/2026

L AND T FINANCE LIMITED
VS
VOXTUR BIO LIMITED AND ORS

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 9th September, 2026.

Appearance:

Mr. Sariful Haque, Adv.
Ms. Archana Chowdhary, Adv.
Ms. Priyanka Ghosh, Adv.
...for the petitioner

The Court: Affidavit of service is taken on record. Despite service, none appears on behalf of the respondents.

The petitioner has preferred the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an independent and impartial sole Arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to the Loan Agreement dated 31st July, 2023.

Learned Counsel for the petitioner states that the petitioner being a Non-Banking Financial Company, had extended a loan of Rs.50,00,000/- to the respondent payable in 48 monthly installments. According to the petitioner, the respondents paid few installments and thereafter defaulted in repayment. As on 17th February, 2026, a sum of Rs.36,80,033.43/- was

claimed to be outstanding, comprising, *inter alia*, principal, pending installments, interest, penal charges and foreclosure prepayment charges.

Learned Counsel for the petitioner further states that Clause 12 of the Loan Agreement contains an arbitration clause. Clause 13 confers exclusive jurisdiction upon the Courts at Kolkata, subject to the terms thereof.

The petitioner had initially invoked arbitration agreement by issuing a notice dated 14th August, 2025 and referred the dispute to the ODR platform. An Arbitrator was appointed through the said mechanism. The respondents objected to the constitution of the Arbitral Tribunal, in particular, to the manner of appointment of the Arbitrator contending that the appointment was unilateral and contrary to the settled principles governing unilateral appointment of Arbitrators. The learned Arbitrator, consequently recused himself by order dated 30th September, 2025 while granting liberty to the petitioner to pursue their available legal remedies. The petitioner thereafter issued a fresh notice under Section 21 dated 12th March, 2026 invoking the arbitration clause contained in the said arbitration agreement. The respondents replied to the said notice on 26th March, 2026 and disputed the amount claimed subject to reconciliation and had objected to unilateral appointment of Arbitrator.

Learned Counsel for the petitioner states that the respondents did not dispute the Loan Agreement in their reply, though the respondents had not agreed to the appointment of an Arbitrator in terms of the Section 21 notice under the said Act.

It is now well settled principle of law that the jurisdiction of the court under section 11 of the Arbitration and Conciliation Act, 1996 is confined to

a *prima facie* examination of the existence and validity of the arbitration agreement.

As per section 11(6A) of the Act *“the Supreme Court or as the case may be, the High Court, while considering any application under sub-section (4) or sub-section (5) or sub-section (6), shall notwithstanding any judgment decree or order of any court, confine to the examination of the existence of an arbitration agreement.”*

Accordingly, at this stage, this Court is required to examine the existence of a valid arbitration agreement and whether the statutory conditions for exercise of jurisdiction under Section 11(6) are satisfied. The Loan Agreement contains an expressed arbitration clause. The disputes and differences have arisen out of the loan transaction and are plainly referable to the said agreement. The objection of the respondents regarding the quantum of the claim and their defence itself do not negate the existence of the arbitration agreement containing an arbitration clause.

In view of the same, this Court is, therefore, satisfied that the requirements under Section 11(6) of the Act stands fulfilled and that the disputes between the parties are fit to be referred to arbitration.

Thus, this Court is inclined to exercise its jurisdiction under Section 11(6) of the said Act and appoints Ms. Koyeli Bhattacharyya, Adv. (Mob. No. 9830280390) as the learned sole Arbitrator to adjudicate the disputes between the parties.

The learned Sole Arbitrator shall enter upon the reference after making the disclosure in terms of Section 12(1) of the Act and subject to the provisions of Section 12(5) thereof.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act or as may be mutually agreed between the parties.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

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.

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

(GAURANG KANTH, J.)