

OCD-12

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(Commercial Division)

AP-COM/824/2024

SPML INFRA LIMITED
VS
NAVKAR URBANSTRUCTURE LIMITED
(FORMERLY KNOWN AS NAVKAR BUILDERS LTD)

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 18th September, 2024

Appearance:
Mr. Somdutta Bhattacharya, Adv.
Mr. Aritra Deb, Adv.
...for the petitioner

The Court:- Affidavit of service filed in Court today be kept on record.

The dispute arises out of a work order placed by the petitioner to the respondent. The petitioner alleges that despite the petitioner having made advance payments, the respondent did not perform the work, for which the present dispute in the nature of a money claim has been raised.

Clause 10 of the work order incorporates an arbitration clause which covers the present dispute. As per the said clause, the Courts of Kolkata are to have jurisdiction and the venue has been fixed at Kolkata. Although the venue is not the sole indicator of the seat of the arbitration, the circumstances of the case otherwise indicate *prima facie* that at least a part of the cause of action arose within the territorial jurisdiction of this Court.

Thus, since the dispute is otherwise arbitrable and the petitioner has already invoked the arbitration clause, the parameters of Section 11 of the Arbitration and Conciliation Act, 1996 are satisfied.

Accordingly, AP-Com/824/2024 is allowed, thereby appointing Mr. Swarnendu Ghosal, Senior Advocate, as the sole arbitrator to resolve the disputes between the parties, subject to a declaration under Section 12 of the Arbitration and Conciliation Act, 1996 Act being obtained from the said learned Arbitrator. The learned Arbitrator shall fix his own remuneration in consultation with the parties and within the framework of 1996 Act, in particular the Fourth Schedule thereof.

(SABYASACHI BHATTACHARYYA, J.)