

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

AP-COM/682/2025
SREI EQUIPMENT FINANCE LIMITED
VS
PLACID MARKETING PRIVATE LIMITED AND ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : 15th September, 2025

Appearance :-

Mr. Aditya Kanodia, Adv. ..for petitioner.

Mr. Mriganga Dutta, Sr., Adv.

Mr. Aniruddha Mitra, Sr. Adv.

Mr. Anil Chowdhury, Adv.

Md. Shah Minhajuddin, Adv. ...for respondents.

The Court :- Affidavit of service filed in court today is taken on record.

This is an application for appointment of a learned Arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996.

The petitioner is a non-banking financial company. The petitioner contends that huge amount of outstanding dues led to the declaration of the loan accounts of the respondent as NPA. As the credit facility was sanctioned by a single decision, the disbursal of the loan in four stages and execution of four agreements between the parties, would not take away the character of the extension of the credit facility as a single and composite transaction. Hence, a single notice invoking the arbitration clauses was issued and a single application has been filed before this Court.

Mr. Dutta, learned senior Advocate appearing on behalf of the respondents submits that the loan accounts were declared NPA sometime in 2020.

The cause of action accrued when such declaration was made. The arbitration clause was invoked sometime in 2025. Under such circumstances, the dispute and the claim are time barred. Mr. Dutta relies on certain averments in support of his contention. It is further contended that each transaction was separate and distinct, and as such, the claims cannot be clubbed together.

To rebut such contention, the petitioner refers to the averments in paragraph 9 of the application to submit that sometime in March, 2023 there was an admission of the debt. It is submitted that, the communications of the petitioner would clearly indicate that there was one single transaction, even though the money was disbursed in four stages.

In my view, the issue of limitation is a mixed question of law and fact, which should be raised before the learned Arbitrator. The court leaves it open to the respondent to raise all objections before the learned Arbitrator.

Admittedly, each of the agreements contain the same arbitration clause. There is a composite notice invoking arbitration, to which there is a single / composite reply by the respondents.

Accordingly, this application is disposed of by referring the dispute to the sole arbitration of Hon'ble Justice Debasish Kar Gupta, former Chief Justice of High Court at Calcutta. This appointment is subject to 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.

(SHAMPA SARKAR, J.)