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HIGH COURT OF CHHATTISGARH, BILASPUR**Arbitration Application No. 1 of 2016**

M/s Kamal Trading Company a partnership firm registered under the relevant provisions of the Partnership Act 1932 having its office at 85, Light Industrial Area, Bhilai – 490 026, Chhattisgarh, India

Through its Authorised Signatory : Prahlad Sharma

---- Petitioner**versus**

1. Steel Authority of India Limited, a Public limited Government subsidiary, having its Office at SAIL Refractory Unit, Maroda, P.O. Civic Centre Bhilai District Durg (C.G.)
2. Deputy General Manager (MM&C) SAIL Refractory Unit, Maroda, P.O. Civic Centre, Bhilai District Durg (C.G.)
3. Assistant Manager, (CC) SAIL Refractory Unit, Maroda P.O. Civic Centre Bilai, District Durg (C.G.)

---- Respondents**Arbitration Application No. 2 of 2016**

M/s Animesh Ispat Private Limited a Company incorporated under the relevant provisions of the Companies Act 1956 having its registered office at A Block, 2nd Floor, Maruti Business Park, G.E. Road, Raipur – 492001, Chhattisgarh, India

Through its Authorised Signatory : Kamlesh Ghosh

---- Petitioner**versus**

1. Steel Authority of India Limited, a Public limited Government subsidiary, having its Office at SAIL Refractory Unit, Maroda, P.O. Civic Centre Bhilai District Durg (C.G.)
2. Deputy General Manager (MM&C) SAIL Refractory Unit, Maroda, P.O. Civic Centre, Bhilai District Durg (C.G.)
3. Assistant Manager, (CC) SAIL Refractory Unit, Maroda P.O. Civic Centre Bilai, District Durg (C.G.)

---- Respondents

And

Arbitration Application No. 3 of 2016

M/s Mahendra Sponge & Power Limited a company incorporated under the relevant provisions of the Companies Act 1956 having its registered office at A Block, 2nd Floor, Maruti Business Park, G.E. Road, Raipur,- 492001, Chhattisgarh, India

Through its Company Secretary: Manish Bhattacharya

---- Petitioner

versus

1. Steel Authority of India Limited, a Public limited Government subsidiary, having its Office at SAIL Refractory Unit, Maroda, P.O. Civic Centre Bhilai District Durg (C.G.)
2. Deputy General Manager (MM&C) SAIL Refractory Unit, Maroda, P.O. Civic Centre, Bhilai District Durg (C.G.)
3. Assistant Manager (CC), SAIL Refractory Unit, Maroda P.O. Civic Centre Bhilai, District Durg (C.G.)

---- Respondents

For Petitioners	:	Shri Kshitij Sharma, Advocate
For Respondents	:	Dr. N.K. Shukla, Senior Advocate, with Ms. Priya Mishra, Advocate

Hon'ble Shri Deepak Gupta, Chief Justice

Order on Board

15/12/2016

1. Heard on admission.
2. Admit.
3. With the consent of Learned Counsel for the parties, these applications are heard finally.

4. These applications have been filed for appointment of Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996.
5. The undisputed facts are that the Petitioners entered into a contract with the Steel Authority of India Limited (for short 'SAIL') in Refractory Unit at Bhilai for lifting the coal fines dust. The agreement contains an arbitration clause, wherein all the disputes arising out of the agreement are to be referred to the arbitration. The parties were required to serve notice regarding invoking of arbitration clause by registered post at the address given in the contract agreement. The address of the SAIL is given as SAIL Refractory Unit, Maroda, P.O. Civic Centre, Bhilai - 490006 (CG). Notice was sent on 5.10.2015 for appointment of Arbitrator to the Assistant Manager (CC) at this very address. It may be true that the Assistant Manager is not an authority senior enough to appoint an Arbitrator, but he is an employee of the Respondents and it was his duty to forward the letter to the higher authorities. Disputes have arisen between the parties and the only defence now raised is that proper notice has not been given since the notice was not sent to the Executive Director.
6. As far as the Executive Director is concerned, notice is not required to be sent to him because the agreement clearly says that the notice has to be sent to the authority by registered post on the address given in the contract agreement. Therefore, there is no requirement of sending notice to the Executive Director. In any event, it is the Executive Director, who has to appoint an Arbitrator in terms of the arbitration clause. At present, the Executive Director has notice of the present petitions and since the disputes have arisen between the parties, I

direct that the Executive Director, SAIL to appoint an Arbitrator in terms of the contract agreement within a period of six weeks from today to adjudicate upon the claims of the parties. While appointing the Arbitrator, it shall be ensured that the provisions of the Arbitration and Conciliation Act, especially Section 12(1)(b) read with Schedules V and VI are kept in consideration. The Arbitrator shall dispose of the disputes within the period prescribed under the Act.

7. The arbitration applications stand disposed of.

Sd/-

(Deepak Gupta)
CHIEF JUSTICE