

ORDER SHEET
AP/391/2018
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

DAMODAR VALLEY CORPORATION
Versus
BLUE STAR PACKAGING PVT. LTD.

BEFORE:
The Hon'ble JUSTICE ARINDAM SINHA
Date : 16th December, 2020.

Mr. Pradip Tarafdar with Mr. Subir Pal, Advs.
... for petitioner

Mr. Debnath Ghosh with Ms. V. Bhatia
& Mr. G.P. Shaw, Advs.
... for respondent

This arbitration petition is for setting aside award dated 12th March, 2018. Mr. Tarafdar, learned advocate appears on behalf of petitioner, who is award debtor. He submits, there has been award of money against his client on finding that his client had surrendered the demise before lock in period. The lease did not have a lock in period. His client made express surrender, which is a mode of determination of lease provided in section 111, Transfer of Property Act, 1882. Section 28 in Arbitration and Conciliation Act, 1996 mandates that the arbitral tribunal shall decide the disputes submitted to arbitration in accordance with the substantive law for the time being in force in India, the reference not being an international commercial arbitration. There is not a line in the lease deed that bars

determination of the lease by surrender. He will rely on authorities on adjourned date.

List on 6th January, 2021.

(ARINDAM SINHA, J.)