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**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

W.P.A. No. 9875 of 2020
(Via Video Conference)

**Reform Tools Private
Limited & Anr.**

-Vs.-

Union of India & Ors.

Mr. Abhrajit Mitra,
Mr. Rajshree Kajaria,
Mr. Satadeep Bhattacharyya,
Mr. Saptarshi Mukherjee
...for the petitioners

Mr. Amit Chakraborti,
Ms. Anamika Pandey
...for the respondent nos. 1, 2 & 3

The grievance of the petitioners is that, although the petitioners were issued a supply order pertaining to telescopes for use in arms and ammunition, the same was terminated in June 2020. However, the petitioners subsequently came to know that an Office Memorandum had been issued on May 13, 2020 by the Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, to the effect that contracts, such as the petitioners', would be extended for a further period.

Learned senior counsel for the petitioners submits that the contract between the respondent-authorities and the petitioners falls within the purview of such office memorandum and, as such, ought to have been considered for extension.

However, learned counsel appearing for the respondent-authorities takes a preliminary objection as to the maintainability of the writ petition in view of the existence of an arbitration clause, as evident from the supply order itself, annexed at page 46 (Annexure P-5) of the writ petition.

Such clause encompasses all disputes and differences arising out of or in any way touching or concerning the agreement (except those for which specific provision has been made therein), which are to be referred to the sole Arbitrator appointed by Director General, Ordnance Factories, Government of India. Learned senior counsel for the petitioners raises objections as to such nominated arbitrator.

Be that as it may, the disputes regarding whether the contract of the petitioners ought to have been extended in terms of the office memorandum dated May 13, 2020, squarely falls

within the purview of the arbitration clause, as mentioned above.

As such, W.P.A. No. 9875 of 2020 is disposed of by granting liberty to the petitioners to approach an Arbitrator within the conspectus of the Arbitration and Conciliation Act, 1996 and the arbitration clause of the contract between the parties and ventilate all grievances taken in the present writ petition before the Arbitrator.

It is made clear that this Court has not gone into the merits of the contentions to the parties as well as the choice of Arbitrator and it will be open to both sides to vindicate their stands before the appropriate authority under the 1996 Act in that regard. All questions and issues are kept open for being considered by the appropriate forum.

There will be no order as to costs.

Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance of all necessary formalities.

(Sabyasachi Bhattacharyya, J.)