

OD-17

ORDER SHEET

AP 3 of 2021

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

M/S. PREM CHANDRA SINGH
VS
UNION OF INDIA

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

Date: March 23, 2021.

[Via Video Conference]

Appearance:

Mr. Pratip Mukherjee, Adv.

Mr. Prasanta Kumar Banerjee, Adv.

Mr. Arun Kumar Mishra, Adv.

The Court : Affidavit filed in Court today be taken on record.

In this application under Section 11(6) of the Arbitration and Conciliation Act, 1996, the petitioner seeks appointment of an Arbitrator.

The petitioner participated in notice inviting tender issued by the respondent.

The respondent issued letter of acceptance dated September 16, 2016. A formal contract was executed between the parties on October 20, 2016.

The petitioner claims that it executed and completed the work to the full satisfaction of the Railways within the extended time of March 30, 2019. The final bill, however, was not paid by the respondent despite demand.

The petitioner served a notice dated March 11, 2020 for appointment of an Arbitrator in view of the disputes and differences arising between the parties and being covered by the arbitration agreement.

The respondent did not appoint any Arbitrator.

Learned advocate appearing for the respondent submits that, subsequently, the parties tried to have the Arbitrator appointed. However, the parties were not successful.

In the facts of the present case, the parties were not successful in appointing an Arbitrator in terms of the arbitration agreement within the stipulated time.

The disputes and differences between the parties remaining outstanding and the same being covered by the arbitration agreement existing between the parties, it would be appropriate to appoint an arbitrator.

In such circumstances, Mr. Samit Talukdar, Senior Advocate, Bar Library Club is appointed as an Arbitrator in terms of the arbitration agreement between the parties.

The learned Arbitrator will fix his remuneration which will be shared by the parties equally.

The costs and expenses of the arbitration will also be shared equally by the parties.

The parties are at liberty to inform the learned Arbitrator about this order.

AP 3 of 2021 is disposed of accordingly.

(DEBANGSU BASAK, J.)