

AP No. 6 of 2021
IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION

SRI KRISHNA & CO.
VERSUS
SIMPLEX INFRASTRUCTURE LTD.

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

Date: 25th March, 2021.

(Via Video Conference)

Appearance:

Ms. Arunima Lala, Adv.
Ms. Mandeep Kaur, Adv.
For the petitioner.

Mr. Snehasis Sen, Adv.
Mr. Abhishek Banerjee, Adv.
For the respondent.

The Court :- The petitioner seeks appointment of an arbitrator under Section 11[6] of the Arbitration and Conciliation Act, 1996.

Affidavit in opposition filed in Court be taken on record.

The parties entered into a works contract on November 22, 2016. The respondent issued two several purchase orders containing a contract no. C2792 to the petitioner. Both the purchase orders contain arbitration clause, which are same. The arbitration clause is as follows:

23. Arbitration: In the event of any difference or dispute arising out of or in connection with the purchase order, the same shall be first amicably settled by mutual dialogue. If the parties fail to settle there difference or dispute arising out of or in connection with this work order (including interpretation of the terms thereof), the same shall be referred to

arbitration. The Arbitration proceedings shall be conducted by a single Arbitrator appointed by the Company Secretary of Simplex Infrastructure Ltd. and the award/decision of such arbitrator shall be final and binding upon both the parties. The venue of the arbitration shall be Kolkata. However, the work shall not be stopped during the pendency of the proceedings and it shall be ensured that such work is proceeded uninterruptedly.

The petitioner invoked arbitration by a letter dated November 4, 2020.

The respondent did not reply thereto.

In the affidavit in opposition the respondent states that it is agreeable to arbitration for the claims arising out of the purchase order.

In the facts of the present case, since the existence of the arbitration agreement in the purchase order is not disputed and the claims not being barred by limitation, it would be appropriate to refer the parties to arbitration in terms of the agreement in the purchase order.

In such circumstances, Mr Justice Aloke Chakraborti (Retired) is appointed as Arbitrator in terms of the arbitration agreement existing in the purchase order. The learned Arbitrator is at liberty to fix his remuneration to be shared by the parties equally. The parties will bear their costs and expenses of the arbitration in equal share.

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

AP No. 6 of 2021 is disposed of accordingly.

(DEBANGSU BASAK, J.)