

ORDER SHEET

A.P.No.147 of 2020
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

ACE ENGINEERING INFRATECH(I) PVT.LTD.
VERSUS
BHARAT HEAVY ELECTRICALS LIMITED

BEFORE:
The Hon'ble JUSTICE ARIJIT BANERJEE
Date: 11TH FEBRUARY, 2021.

Appearance

Mr.Subhasish Sengupta.Adv.
Ms.Nabanita De,Adv.
....for petitioner.

The Court : From the Affidavit-of-service filed in Court today, it is clear that notice of this application has been served on the respondent. However, the respondent has not chosen to be represented.

This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996. The petitioner participated in a tender process floated by the respondent for award of a contract for design, engineering, manufacture, supply, installation and handing over of pre-fab structure for field hostel, residential quarters, Site office & Covered Store with all necessary electrical fittings, supply and installation of furniture and furnishings etc at Rampal, Bangladesh.

A letter of intent was issued in favour of the petitioner on September 25, 2017. Work Order was issued in favour of the petitioner on April 24, 2018.

The contract between the parties contains an arbitration clause to which my attention has been drawn. Nobody has appeared on behalf of the respondent to suggest that it is not a genuine arbitration clause. Disputes and differences have arisen between the parties. The petitioner served a notice dated November

14, 2019 on the respondent in terms of clause 2.21.1 of the General Conditions of Contract, calling upon the respondent to appoint an Arbitrator for resolution of the disputes between the parties. More than 30 days have passed since then. The respondent has failed to appoint an Arbitrator. Hence, this application by the petitioner.

Evidently, there is an arbitration clause between the parties and clearly disputes have arisen between the parties. I am told that the respondent has also terminated the contract that it had entered into with the petitioner. In view of the aforesaid, this application must succeed.

Justice Debi Prosad Dey (Mobile No.- 8336932296 / 9433110333), a former Judge of this Court is appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties in relation to the subject contract.

Since there is no agreed place for holding the arbitral sittings, let the sittings be held in Kolkata. The Arbitrator shall be free to fix his fees and to engage secretarial staff for conducting the arbitral proceedings. Fees of the Arbitrator as well as the remuneration of the secretarial staff shall be borne by the parties in equal shares.

It is made clear that the Arbitrator shall adjudicate all disputes and differences between the parties, including those that may have arisen subsequent to issuance of the notice dated November 14, 2019 by the petitioner.

A.P.No.147 of 2020 is accordingly disposed of.

(ARIJIT BANERJEE, J.)