

**HIGH COURT AT CALCUTTA
(ORIGINAL SIDE)**

AP/260/2021

(Through Video Conferencing)

KARBON STEELMART PRIVATE LIMITED

... Applicant(s)

Through: Mr. Hareram Singh, Advocate (VC).

v/s

BRIDGE & ROOF CO. (INDIA) LIMITED

... Respondent(s)

Through: Ms. Hashnuhana Chakraborty with Ms.
Neelina Chatterjee and Mr. Suvodeep
Chakraborty, Advocates (VC).

Coram : HON'BLE MR. RAJESH BINDAL, CHIEF JUSTICE (ACTING)

ORDER

1. The present application has been filed for appointment of an arbitrator on account of the dispute arising out of a Notice Inviting Tender dated February 8, 2018.
2. The arbitration clause in the agreement entered into between the parties, which has not been disputed, reads as under:-

“1.27 Arbitration:

B & R confidently feel that there shall not arise any disputes or differences during execution and completion of the order/Contract by the Contractor(s).

However, in the event of any dispute arising between the Company and the Contractor (hereinafter referred individually as “the Party” and collectively as “the Parties”), concerning the interpretations of any terms and conditions of the contract and/or contractual obligations/performance/liabilities/responsibilities of the parties to the said Contract, the disputing Party shall refer the matter to the other Party for holding a mutual discussion for

resolving the dispute. In case the Parties failed to arrive to any settlement through mutual discussion either of the Parties may avail the following remedies :

Resolution of Dispute through Conciliation :

Resolution of Dispute through Arbitration :

(ii) *In case the dispute is not settled by conciliation within 30 days of the initiation of conciliation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by Arbitration, in accordance with the Rules of Arbitration SCOPE Forum of Conciliation and Arbitration, 2003 and amendments made thereto from time to time.*

The entire proceedings of Arbitration shall be governed under the Arbitration and Conciliation Act, 1996.

The venue of Arbitration shall be mutually decided by the Parties.

In case the Parties do not agree for resolution of dispute through Conciliation and Arbitration by the abovementioned SCOPE Forum, the disputing Party shall opt for stipulated Rules laid down under the Arbitration and Conciliation Act, 1996.”

3. Learned counsel for the parties are agreeable that for settlement of dispute, Justice Amit Talukdar (Retired) be appointed as arbitrator.

4. The prayer of the learned counsel for the parties is accepted and Justice Amit Talukdar (Retired) resident of 6/1/1, Anil Maitra Road, Kolkata-700 019, (Mobile No.8697481474), is appointed Arbitrator for settlement of dispute between the parties.

5. The application is disposed of.

KOLKATA
26.08.2021
akg/As

(RAJESH BINDAL)
CHIEF JUSTICE (ACTING)