

ORDER SHEET

AP No. 332 of 2020

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

B.B.R. CONSTRUCTION COMPANY
Versus
UNION OF INDIA

BEFORE:

The Hon'ble JUSTICE ARIJIT BANERJEE

Date : February 11, 2021.

(Via Video Conference)

Appearance:
Mr. Prantik Garai, Adv.
...for the Petitioner

Mrs. Aparna Banerjee, Adv.
...for the UOI

The Court : A contract for construction of RCC box bridges and ancillary works was awarded by the respondent railways to the petitioner. Disputes and differences arose between the parties in relation to such contract. Admittedly, the contract contained an arbitration clause for resolution of the disputes between the parties. The petitioner invoked such arbitration clause. The railway authorities appointed an arbitrator. The arbitrator published his award rejecting the petitioner's claim nos. 2 to 7, 9 and 10. The petitioner challenged such rejection by filing an application under Section 34 of the Arbitration and Conciliation Act, 1996. By a judgment and order dated March 6, 2020, that

portion of the arbitral award was set aside by this Court. Consequently, the said claims of the petitioner would have to be re-adjudicated by an arbitral tribunal.

The petitioner through its advocate wrote a letter dated June 15, 2020 to the Chief Administrative Officer (Con), Eastern Railway recording its grievance that even after passage of three months after this Court's order dated March 6, 2020, the railway authorities did not take any steps for appointing an arbitrator for fresh adjudication of the petitioner's claims. In the said letter, the petitioner also said that it was appointing a learned advocate as the sole arbitrator in view of the total silence and inaction on the part of the railway authorities. The petitioner has not received any response to the said letter either. Accordingly, the petitioner is before this Court with an application under Section 11(6) of the Act of 1996.

I have also heard Mrs. Banerjee, learned advocate appearing for the respondent.

Admittedly there is an arbitration clause between the parties. Undisputedly, disputes have arisen between the parties in relation to the contract which contains the arbitration clause. Hence, this application must succeed.

Justice Sahidullah Munshi (Mobile No.- 8335073597 / 9831343046 7439506907), a former Judge of this Court is appointed as sole arbitrator for the purpose of adjudicating the disputes between the parties which have arisen in relation to the subject contract. The arbitrator shall decide the place of sitting in consultation with the parties. The arbitrator shall be free to fix his fees and to engage secretarial staff for conducting the arbitration proceedings. The fees of the

arbitrator as well as the remuneration of the secretarial staff shall be borne by the parties in equal shares.

AP No. 332 of 2020 is, accordingly, disposed of.

(ARIJIT BANERJEE, J.)

sg.