

AP/378/2020
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL DIVISION
ORIGINAL SIDE

INDWELL CONSTRUCTIONS PVT. LTD.
VERSUS
BHARAT HEAVY ELECTRICALS LTD. (BHEL)

BEFORE:
The Hon'ble JUSTICE DEBANGSU BASAK
Date: 25th March, 2021.

(Via Video Conference)

Appearance:
Mr. Chayan Gupta, Adv.
Ms. Saswai Sikdar, Adv.
Ms. Diya Nandi, Adv.

Mr. Rohit Das, Adv.
Ms. Kishwar Rahman, Adv.

The Court: 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 a notice inviting tender of the respondent dated June 2, 2012. The petitioner was awarded a contract with regard thereto. According to the petitioner, it discharged its obligations under such contract. The petitioner raised a final bill for a sum of Rs.13,53,600/- and requested refund of the security deposit as well as retention monies under the running account bills. The final bill was certified by the Engineer in Charge as also the site Construction Manager for payment. However, the disputes and differences

arising between the parties, the petitioner invoked the arbitration agreement and issued a notice under Section 21 of the Act of 1996 on August 13, 2020.

The respondent is represented.

The jural relationship between the parties so far as the contract is questioned cannot be disputed. The contract contains an arbitration clause. The petitioner issued a notice under Section 21 of the Act of 1996, which was received by the respondent. The parties under took a mediation meeting subsequent thereto which failed.

In such circumstances, the disputes and differences between the parties subsisting, it would be appropriate to refer the parties to arbitration.

Mr. Anirban Ray, Advocate Bar Library Club, is appointed as the Arbitrator in terms of the arbitration agreement between the parties. The learned Arbitrator will fix his remuneration to be shared equally by the parties. The costs and expenses of the arbitration are to be borne by the parties in equal shares.

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

AP 378 of 2020 is disposed of accordingly.

(DEBANGSU BASAK, J.)

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