

ORDER SHEET

OD-11

AP No. 662 of 2019
IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

DALMIA CEMENT BHARAT LIMITED
VERSUS
CENTRAL COALFIELDS LIMITED

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

Date: 18th March, 2021.

(Via Video Conference)

Appearance:

Mr. Jishnu Saha, Sr. Adv.
Mr. Debapriya Gupta, Adv.
Ms. Sucharita Biswas, Adv.
For the petitioner.

Mr. Jayanta Sengupta, Adv.
Mr. Pradyot Kumar Das, Adv.
For the respondent.

The Court :- Affidavit in opposition filed in Court be taken on record.

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

In the facts of the present case, the petitioner entered into a contract with the respondent. There is an arbitration agreement between the parties, which is as follows:

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11.12 In the event of any dispute, Bidder/Buyer is necessarily required to represent in writing to the General Manager (Sales) of the concerned coal company, who would deal with the same in a period of one month

from such representation. Thereafter, if required the matter be determined by the Director-in-Charge of Marketing of the concerned coal company. Any interpretation of any clause of this will be subject to clarification by CIL, which will be deemed as firm and final. All disputes arising out of this scheme, or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Calcutta at a place to be notified by CIL. The arbitrator shall be appointed by the Chairman and Managing Director, CIL upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties. (The place of arbitration & nomination of arbitrator be varied appropriately in view of the Coal Company involved).

The existence of the arbitration agreement is not disputed by the parties.

It is the contention of the respondent that, since the registered office of the respondent is at Ranchi and since, the petitioner addressed the letter dated January 12, 2018 to the General Manager of the respondent at Ranchi and since the entire cause of action of the matter arose in the State of Jharkhand this Court should not exercise jurisdiction.

There is substance in the contention of the respondent. On a meaningful reading of the arbitration clause the place of arbitration and nomination of the arbitrator was agreed to be in tune with the place where the Coal Company was located.

In the present case, since the registered office of the respondent at Ranchi, it would be appropriate to hold this Court does not have jurisdiction to entertain the application under the Section 11 of the Arbitration and Conciliation Act, 1996.

The petitioner was prosecuting this application under Section 11[6] of the Act of 1996 bona fide before this Court. In view of this Court finding its lack of jurisdiction to determine the petitioner, the petitioner will be at liberty to avail of Section 14 of the Limitation Act, 1963 before the appropriate forum, in accordance with law.

AP No. 662 of 2019 is disposed of accordingly.

(DEBANGSU BASAK, J.)

snn.