

AP/9/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

M/s. ARIHANT ELECTRICALS
VERSUS
CHITTARANJAN LOCOMOTIVE WORKS

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 15TH MARCH, 2022

APPEARANCE:

Mr. Rahul Karmakar, Advocate
.....for the petitioner.

Mr. Anuran Samanta, Advocate
.....for the respondent

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

This application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of the arbitrator.

The Development/Purchase Order dated 12th March, 2020 is not in dispute which provides that the Contract will be governed by the Indian Railway Standard Conditions of Contract and that the Standard Conditions contains the arbitration clause.

The only issue raised by the learned counsel for the respondent is that the arbitrator should go into the issue of limitation, as the claim is belated. To this, learned counsel for the applicant has no objection.

Having regard to the undisputed fact that the arbitration agreement exists between the parties and the notice invoking the arbitration clause has already been served, I am of the opinion that a case for appointment of arbitrator is made out. Accordingly, Mr. Pradipta Ray, retired Judge of this Court is appointed as Arbitrator to resolve the dispute between the parties.

The appointment is subject to submission of declaration by the Arbitrator in terms of Section 12(1) in the form prescribed in the Sixth

Schedule of the Act before the Registrar, Original Side of this Court within four weeks from today.

Let this order be conveyed to the Arbitrator by the Registrar, Original Side forthwith.

AP is accordingly disposed of.

(PRAKASH SHRIVASTAVA, C.J.)

sm/akg