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ORDER SHEET
AP/290/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AD IDEAS PRIVATE LIMITED
VS
HOWRAH MUNICIPAL CORPORATION

BEFORE:

The Hon'ble JUSTICE SHEKHAR B. SARAF

Date: 9th September, 2022.

Appearance:
Mr. Sayan Ganguly, Adv.
Mr. Rajib Mullick, Adv.
Mr. Rakesh Sarkar, Adv.
...for the petitioner

Mr. Sandipan Banerjee, Adv.
Mr. Ankit Sureka, Adv.
Mr. S. Majumdar, Adv.
...for the respondent

The Court: Affidavit-in-opposition filed in Court be taken on record. A copy of the same be handed over to counsel appearing on behalf of the petitioner.

Heard counsel appearing on behalf of the parties. Clause 18 of the terms and conditions for award of display of advertisement rights on bus passenger shed, KOISKS & HOARDING within Howrah Municipal Corporation Jurisdiction clearly states as follows:

“Arbitration

18. *In the event of any controversy or disputes arising out of this contract, the same shall be referred to the sole arbitration of the Chief Engineer, H.M.C or any other Officer nominated by him in this behalf.”*

In light of the decisions in *TRF Limited v. Energo Engineering Projects Ltd.* reported in (2017) 8 SCC 377 and in *Perkins Eastman Architects v. HSCC (India) Limited* reported in (2019) 9 SCC Online SC 1517, it is clear that the appointment of the Arbitrator cannot be made unilaterally by the Chief Engineer.

Accordingly, I appoint Mr. Avinash Kankani, Advocate, (Mobile No. 9874810872) as an Arbitrator to resolve the disputes 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/290/2021 is, accordingly, disposed of.

(SHEKHAR B. SARAF, J.)