

OCD-8

ORDER SHEET

AP/352/2023

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(Commercial Division)

SANJAY MAJUMDAR
Versus
REGENT HIRISE PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

Date : 19th June, 2023.

Appearance:

Mr. Ratul Das, Adv.

Mr. Pouroush Bandyopadhyay, Adv.

Mr. Niladri Banerjee, Adv.

Mr. Deepankar Thakur, Adv.

...for the petitioner

Mr. Nilay Sengupta, Adv.

Mr. Sujit Banerjee, Adv.

...for the respondent

The Court: Although the advocate-on-record on behalf of the respondent sought to oppose the application for appointment of Arbitrator on the ground that 20 work orders cannot be clubbed together, the position is subsequently changed in favour of appointment of an Arbitrator.

There is no doubt that a dispute exists between the parties. The dispute arises out of 20 work orders issued by the respondent on the petitioner (contractor) for executing different kinds of work for construction of an apartment building. The work orders issued between December, 2020 to June,

2022 involved and included labour work, hiring of equipment, supply of unskilled labour, carpentry and civil work and other miscellaneous work. The petitioner claims that an amount of Rs.18,42,921/- remains outstanding from the respondent out of the total contract value of about Rs.1.08 crores. The tabulated statement in the petition shows that the respondent made payment of Rs.89,95,781/- to the petitioner in the interregnum.

A majority of the work orders contain the arbitration clause which provides for a sole Arbitrator unless parties disagree and decide in favour of a Tribunal of three Arbitrators. The point whether the 20 work orders can be seen as a composite claim for the amount claimed by the petitioner or seen as separate work orders appears to have been decided in favour of the former proposition considering the language used in the affidavit-in-opposition of the respondent which states “20 clubbed work orders”.

In any event, this question was decided in *Ameet Lalchand Shah and Others versus Rishabh Enterprises and Another* reported in (2018) 15 SCC 678 where the Supreme Court found that different agreements all pertain to a single commercial project and that the agreements were all inter-connected. The facts in *Duro Felguera, S.A. versus Gangavaram Port Limited* reported in (2017)9 SCC 729 were different from those before this Court. In *Duro Felguera*, the Supreme Court found that there were five distinct contracts pertaining to five different works. In the present case the 20 work orders were issued for diverse work in respect of the high-rise which was being constructed by the respondent.

Hence, the question is decided in favour of the petitioner who says that all the 20 work orders are inter-connected.

AP/352/2023 is, accordingly, allowed and disposed of by appointing Mr. Varun Kothari, Advocate, to act as the sole Arbitrator for resolving the disputes and differences between the parties subject to the Arbitrator communicating his consent as required under Section 12 and the Schedules to the 1996 Act to the Registrar, Original Side within a period of three weeks from date.

This order is to be communicated to the Arbitrator forthwith.

(MOUSHUMI BHATTACHARYA, J.)