

OD-5

ORDER SHEET

AP/452/2023

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

MEGASPACE IT SOLUTIONS PVT. LTD. AND ANR.
Versus
STESALIT SYSTEMS LTD.

BEFORE:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

Date : 18th July, 2023.

Appearance:

Mr. Malay Dhar, Adv.

Mr. Bhaskar Sengupta, Adv.

Mr. Ratul Ghosh, Adv.

...for the petitioners

The Court: The affidavit-of-service is kept on record.

No one appears for the respondent.

The dispute between the parties arose out of an Agreement dated 28th March, 2018 by which the petitioner no. 1, sub-contractor, was to work in an Enumeration (Survey) of IP Set installations and Distribution Transformer Centres using equipment in GESCOM. GESCOM was responsible for setting up such installations in the State of Karnataka and gave the work to the respondent who in turn sub-contracted the work to the petitioners. The Agreement contains an Arbitration Clause.

According to learned counsel appearing for the petitioners, the petitioner no. 1 started the work but disputes arose between the petitioners and the respondent early on by reason of the respondent's failure to pay the mobilisation advance to the petitioners. This happened on 30th May, 2018. The petitioners thereafter raised several demands on the respondent from August, 2018 onwards in the form of invoices for the work done by the petitioners. The respondent complained about the defects in the work by way of a letter dated 29th December, 2020 and refused to pay the petitioners in respect of the bills submitted. The petitioners raised a final demand on the respondent on 5th November, 2022 of an amount of approximately Rs.43.85 lakhs on that date which has now become approximately Rs.53 lakhs. The petitioners also invoked the Arbitration Clause on 13th April, 2023 and the respondent replied to this letter on 12th May, 2023. The respondent did not deny the arbitration agreement but raised disputes with regard to the merits of the petitioners' claim.

The narration of facts disclosed in the material in the present application makes it clear that there is an agreement between the parties as well as the dispute. The parties would hence fall under Section 11(6)(a) of the 1996 Act.

AP/452/2023 is accordingly allowed and disposed of by appointing Soumo Chaudhury, Adv. to act as Arbitrator to resolve the disputes and differences between the parties subject to the Arbitrator communicating his consent in the prescribed format to the Registrar, Original Side, within three weeks from date. The petitioners will communicate this order on the Arbitrator

by 20th July, 2023 along with the particulars of the contact person with who the Arbitrator may be required to get in touch.

The petitioners will also serve a copy of this order on the respondent by 20th July, 2023.

(MOUSHUMI BHATTACHARYA, J.)

sg.