

OD-3

ORDER SHEET

AP/532/2023

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

M/S. VISION GEO INFORMATICS PVT. LTD. AND ANR.  
VS  
STESALIT SYSTEMS LTD.

BEFORE:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

Date : September 4, 2023.

Appearance:

*Mr. Malay Dhar, Adv.*

*Mr. Bhaskar Sengupta, Adv.*

*Mr. Ratul Ghosh, Adv.*

*...for the petitioners.*

The Court:- The affidavit of service shows that the respondent was served on 11<sup>th</sup> August, 2023. The respondent, however, is not represented.

The petitioners seek appointment of an Arbitrator through the present application filed under Section 11 of the 1996 Act.

The dispute between the parties arises out of an Agreement for Ortho-Rectification of High Resolution Satellite Data between the respondent and one Vision Geo Informatics. The respondent is the contractor, the petitioner/ Vision Geo is the sub-contractor and Maharashtra Remote Sensing Application Centre

is the Principal. The name of Maharashtra Remote Sensing Application Centre would appear from a work completion certificate issued by the said entity.

The straightforward facts in the present application are that the respondent issued several work orders to the petitioners for completion of the work for a total contract price of approximately Rs.2.28 crores. The petitioners allege that the petitioners completed the work to the satisfaction of the respondent contractor and raised invoices from 4<sup>th</sup> October, 2018 – 5<sup>th</sup> January, 2021. The work orders and invoices are part of records.

On the respondent's failure to make any payment in terms of the invoices raised, the petitioners issued a letter of demand on 4<sup>th</sup> January, 2022 following it up with a notice invoking the arbitration clause under Section 21 of the 1996 Act on 5<sup>th</sup> November, 2022. The arbitration clause is part of the contract executed between the parties. The respondent replied to the notice on 2<sup>nd</sup> June, 2023 attributing the alleged delay in the completion of the work to the petitioners. The respondent did not have anything to say on the arbitration clause.

The material placed before the Court leaves little doubt that there is an arbitration agreement between the parties and an existing dispute in the form of the petitioners' unpaid bills for the work done. The dispute is directly relatable to the arbitration agreement. The respondent's reply does not deny or dispute the arbitration agreement.

This is a fit case, therefore, for the Court can intervene under Section 11(6)(a) of the 1996 Act by appointing an Arbitrator to resolve the disputes and differences between the parties.

AP/532/2023 is accordingly allowed and disposed of by appointing Ms. Chameli Sengupta, Advocate to act as the Arbitrator subject to the learned Arbitrator communicating her consent in the prescribed format to the Registrar, Original Side of this Court within three weeks from date.

The advocate-on-record of the petitioners will communicate this order on the learned Arbitrator by 7<sup>th</sup> September, 2023 along with all the requisite details of the contact person of the petitioner.

(MOUSHUMI BHATTACHARYA, J.)