

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE
(COMMERCIAL DIVISION)

CS 263 OF 2022
IN THE MATTER OF:
SAI ANGAN CONSTRUCTION PRIVATE LIMITED
VS
SOLAR HIGHRISE PRIVATE LIMITED

CS 32 OF 2023
IA NO:GA 1 OF 2023, GA 2 OF 2023
IN THE MATTER OF:
SOLAR HIGHRISE PRIVATE LIMITED
VS
SAI ANGAN CONSTRUCTION PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date : 9th August, 2023.

Appearance:
Mr. Satadeep Bhattacharya, Adv.
Mr. S.R. Kakrania, Adv.
Mr. N.Das, Adv.
For Sai Angan Construction Pvt. Ltd.
Mr. Sabyasachi Chaudhury, Adv.
Mr. Supriyo Gole, Adv.
Mr. A.K. Awasthi, Adv.
For Solar Highrise Pvt. Ltd.

The Court : There are two suits between the parties. CS No. 263 of 2022 has been filed by Sai Angan Construction Pvt. Ltd., who is the defendant in CS 32 of 2023 and Solar Highrise Private Limited, the defendant in CS 263 of 2022 and is the plaintiff in CS 32 of 2023.

The parties have agreed to refer all disputes in the two suits to arbitration under the provisions of Section 89 of the Code of Civil Procedure, 1908. A written consent to refer the disputes to arbitration signed by the parties and their respective advocates-on-record has been placed before the Court, which is taken on record.

Let all disputes being the subject matter of CS 263 of 2022 and CS 32 of 2023 be referred to the arbitration of Justice Subrata Talukdar, a former Judge

of this Court. The arbitration proceedings, including the fees of the Arbitrator and all incidental shall be governed by the provision of the Arbitration and Conciliation Act, 1996 and rules framed thereunder.

The learned Arbitrator shall be entitled to secretarial and clerical assistance, the cost of which is to be shared equally by the parties. The learned Arbitrator so appointed shall enter into reference and give directions for filing of statement of claim and counter statement in respect of disputes relating to CS 263 of 2022 as also separate statement of claim and counter statement in respect of CS 32 of 2023.

The learned Arbitrator shall also be free to consolidate the hearing of the two matters so that the evidence used in one may be also used in the other.

Since the parties have agreed to refer the disputes to arbitration before any substantive hearing or the trial in the suit, in the fitness of the things, the parties shall be entitled to refund of the court fees respectively paid by them while instituting the suits being CS 263 of 2022 and CS 32 of 2023 in view of the ratio laid down in the judgments of the Supreme Court in **2021 (3) SCC 560 High Court of Madras v. M.C. Subramaniam** and **2021 (5) SCC 1 Manish Kumar v. Union of India.**

In view of the aforesaid, the suits being CS 263 of 2022 and CS 32 of 2023 are, accordingly, disposed of.

The connected applications are also disposed of without any further order by giving liberty to the respective parties to move before the learned Arbitrator for the same relief(s), if permissible in law, on the self-same ground.

(ARINDAM MUKHERJEE, J.)