

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE
[COMMERCIAL DIVISION]

AP-COM/527/2024

SUPER SMELTERS LIMITED
VS
MAHANADI COALFIELDS LIMITED

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 21st May, 2024.

Appearance:
Ms. Sanchari Chakraborty, Adv.
Ms. T. Khandelwal, Adv.

Mr. AyanPoddar, Adv.
Mr. Soham Dutta, Adv.
Ms. K. Ruia, Adv.

The Court: This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996. The disputes between the parties arise out of a sale intimation letter dated 24 August, 2021.

Clause 17 of the agreement provides as follows;

“17. Dispute Resolution/ Arbitration:
In the event of any dispute, Bidder/ Buyer is necessarily required to represent in writing to the General Manager (Sales) of the concerned coal company, who would deal with the same in a period of one month from such representation. Thereafter, if required the matter be determined by the Director-In-Charge of Marketing of the concerned coal company. Any interpretation of any clause of this will be subject to clarification by CIL, which will be deemed as final and conclusive. All disputes arising out of this scheme or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Calcutta at a place to be notified by CIL. The arbitrator shall be appointed by the Chairman and Managing Director, CIL upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties. The place of arbitration & nomination of arbitrator be varied appropriately in view of the Coal company involved.”

By a letter dated 22 December, 2023, issued under Section 21 of the Act, the petitioner had invoked the arbitration clause and referred the disputes to arbitration in terms of the above clause.

It is submitted on behalf of the petitioner that the disputes between the parties primarily relate to non-supply of contracted rates of coal in terms of the above agreement.

On behalf of the respondents, it is submitted that diverse payments have been made from time to time under the agreement and the respondents also have a counter claim for refund in respect of quantities of coal which were never supplied.

The disputes between the parties are live arbitral disputes arising out of the agreement dated 24 August, 2021 and are covered by the arbitration clause.

In such circumstances, the Hon'ble Former Chief Justice Mr. Sanjib Banerjee of the Madras and Meghalaya High Courts is appointed as an Arbitrator, subject to the Arbitrator communicating his consent to the Registrar, Original Side of this Court preferably within four weeks from date.

The Advocate on Record of the petitioner shall forthwith communicate this order to the Learned Arbitrator within 7 days from the date of passing of this order.

With the aforesaid directions, AP-COM/527/2024 stands disposed of.

(RAVI KRISHAN KAPUR, J.)