

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

AP/120/2024
MAA DURGA ELECTRIC CENTRE
VS
UNION OF INDIA AND ORS.

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 27th August, 2024

Appearance:
Mr. Arindam Samanta, Adv.
Mr. Madan Mohan Roy, Adv.
...for the petitioner.

Ms. Aparna Banerjee, Adv.
...for the respondents.

The Court:- Learned counsel for the respondents hands over a copy of the agreement between the parties, which is kept on record.

It is submitted fairly by learned counsel for the respondents that even as per the said agreement, Clause 25 of the General Conditions of Contract shall be applicable to the parties. Since the said clause contemplates appointment of Arbitrator by an official of the respondent, the same is squarely hit by the ratio laid down in the case of *Perkins Eastman Architects DPC & Anr.* as well as the principles embodied in Section 12 of the Arbitration & Conciliation Act, 1996. Accordingly, an independent Arbitrator is required to be appointed.

As the dispute comes within the ambit of the arbitration clause and is otherwise arbitrable, AP/120/2024 is allowed, thereby appointing Mr. Dipan Sarkar, a member of the Bar Library Club, as the sole Arbitrator to resolve the disputes between the parties, subject to a declaration being obtained from the learned Arbitrator under Section 12 of the Arbitration & Conciliation Act, 1996.

The learned Arbitrator shall fix her own remuneration in consonance with the provisions of the 1996 Act read with the Fourth Schedule thereof.

(SABYASACHI BHATTACHARYYA, J.)