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IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(COMMERCIAL DIVISION)

AP-COM/746/2024
M/S NARAYANI SONS INDIA PRIVATE LIMITED
VS
M/S EMTA COAL LIMITED AND ORS

AP-COM/786/2024
EMTA COAL LTD AND ANR
VS
NARAYANI SONS INDIA PVT LTD.

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 24th September, 2024.

Appearance:

Mr. S.N. Mookherji, Sr. Adv.

Mr. Ankan Rai, Adv.

Mr. Yash Singhi, Adv.

Mr. Dhruv Chadha, Adv.

Mr. Ratnesh Kumar Rai, Adv.

Mr. D. Deora, Adv.

*...for the petitioner in AP-COM/ 746/ 2024
and the respondent in AP-COM/ 786/ 2024.*

Mr. Ishaan Saha, Adv.

Mr. Tanay Agarwal, Adv.

Mr. Shivam Bhimsaria, Adv.

Mr. Supriyo Banerjee, Adv.

*...for the respondent nos. 1 and 2 in AP-COM/ 746/ 2024
and the petitioner in AP-COM/ 786/ 2024.*

Ms. Sreemoyee Mitra, Adv.

...for the Canara Bank.

The Court: Both the matters are taken up together, being counter-applications under Section 9 of the Arbitration & Conciliation Act, 1996.

The short compass of the dispute is between an equipment supplier to the mine operators and the mine operators.

The dispute has been amicably settled between the equipment supplier and the mine operators. The concerned bank through which the transactions would be effected is also represented by learned counsel and agrees to the settlement terms.

Learned senior counsel appearing for the petitioner in AP-COM/746/2024, in all fairness, points out that since no reliefs have been claimed against the respondent no.3, that is, M/s. Karnataka Power Corporation Limited (KPCL), which is the mine owner, the present application can be disposed of in terms of the settlement entered into between the equipment supplier and the mining operator.

Having heard learned counsel for the parties including the concerned bank, that is, respondent no.4 Canara Bank, I am of the opinion that the terms of the settlement presented in Court are otherwise in terms of law and can be accepted.

Accordingly, AP-COM/746/2024 along with AP-COM/786/2024 are disposed of in terms of the settlement as mentioned in the written terms of settlement filed in Court today.

The written terms of settlement be treated to be a part of this order.

No order as to costs.

(SABYASACHI BHATTACHARYYA, J.)