

OCD-14

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE”
(Commercial Division)

AP-COM/380/2024
[Old case no. AP/743/2023]
MOHD NAFEEES UDDIN
VS
SIMPLEX INFRASTRUCTURE LIMITED

BEFORE:
The Hon'ble JUSTICE RAVI KRISHAN KAPUR
Date : 9th April, 2024.

Appearance:
Mr. Aritra Basu, Adv.
Mr. Sumit Biswas, Adv.
Ms. Rajashree Bhowmick, Adv.
...for the petitioner.

Mr. Snehashis Sen, Adv.
...for the respondent.

The Court: This is an application under Section 11 of the Arbitration & Conciliation Act, 1996.

The disputes between the parties arise out of a contract dated 22 February, 2019 modified by a subsequent agreement dated 22 July, 2019.

Pursuant to tender process, for laying acid proof bricks, the petitioner emerged as the successful bidder and the respondent awarded the contract in his favour. In terms of the letter of intent, the respondent was required to provide and lay acid proof bricks for an aggregate sum of Rs.87,75,000/-. The respondent handed over possession of the site to the petitioner in or around January, 2018. Pursuant to the aforesaid and in terms of the agreement, the petitioner effected delivery of the acid proof bricks and, thereafter, raised invoices in respect of such

deliveries. After making payment of an amount of approximately Rs.68,28,822, it is alleged that there remains an amount in excess of Rs.18,30,051 due and payable by the respondent to the petitioner.

Clause N of the agreement dated 22 July, 2019, inter alia, provides as follows:

“(N) In the event of any difference or dispute arising out of or in connection with this LOI, the same shall be first amicably settled by mutual dialogue. If we fail to settle the differences or dispute arising out of or in connection with this LOI (including interpretation of the terms thereof), the same shall be referred to Arbitration. The Arbitration proceeding shall be conducted by a single Arbitrator appointed by the Company Secretary of Simplex Infrastructures Ltd., and the award/decision of such Arbitrator shall be final and binding upon both the parties. The venue of the arbitration shall be Kolkata. However, the work shall not be stopped during pendency of the proceedings and shall be ensured that such work is executed uninterruptedly”.

By a notice dated 22 August, 2023, the petitioner had invoked the arbitration agreement and issued a notice under section 21 of the Arbitration & Conciliation Act, 1996.

The respondent is represented and does not object to the appointment of an Arbitrator. It is only submitted on behalf of the respondent, that all points be left open to be adjudicated by the Arbitrator.

In such view of the matter, Mrs. Ipsita Banerjee, Advocate is appointed as the Sole Arbitrator to adjudicate the disputes by and between the parties. The appointment is 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 petitioner shall communicate this order to the Learned Arbitrator forthwith and positively within 7 days from the date of passing of this order.

With the aforesaid directions, AP-COM/380/2024 (Old Case No.AP/743/2023) stands disposed of.

(RAVI KRISHAN KAPUR, J.)

s.pal