

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE
AP-COM/210/2025
AAKSHYA INFRA PROJECTS PVT LTD
VS
SATYAJIT ROY

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 19th March, 2025.

Appearance:

Mr. Arik Banerjee, Adv.

Mr. Sarangam Chakraborty, Adv.

.... for the petitioner

Mr. Chiranjib Sinha, Adv.

Ms. Preeti Kar, Adv.

...for the respondent

The Court:**1.** This is an application for appointment of a sole arbitrator, in terms of clause 12 of the purchase orders. Disputes arose out of the purchase orders issued by the petitioner in favour of the respondent. According to the parties, the purchase orders were issued in respect of the procurement of materials from the respondents.

2. The petitioner was the sub-contractor in respect of the work of widening and improvement of a 4-lane highway from Kwaram Taro Village to Dillai section, in the State of Assam. The petitioner was appointed as the sub-contractor by M/s. Ashoka Buildcon Ltd., M/S Ashoka obtained an EPC

Contract from the National Highways and Infrastructure Development Corporation Ltd. on October 13, 2021. Work order was issued on October 3, 2022 for provisional road works. The work order was for a sum of Rs.33,28,78,000/-. To execute the work, allotted by M/s. Ashoka Buildcon Ltd., the petitioner had required various materials and accordingly, the purchase orders were placed in favour of the respondents by the petitioner.

3. It is submitted by the parties that three purchase orders were issued by the petitioner to the respondent. Parties agree that disputes and differences arose. Parties agree that the purchase orders were interlinked. The parties also agree that all the purchase orders contain a similar dispute resolution clause. The disputes were to be settled amicably and if amicable settlement failed, the same were to be referred to arbitration. The arbitration would be conducted by a single arbitrator and the award would be final and binding. The venue of the arbitration would be either Kolkata or Mumbai. Parties agree that they have chosen the venue to be Kolkata.

3. The dispute resolution clause is quoted below :-

“1) In the event of any difference or dispute arising out of or in connection with this Purchase Order, the same shall be first amicably settled by mutual dialogue. If both the parties fail, to settle their difference or dispute arising out of or in connection with the purchase order (including interpretation of the terms thereof), the same shall be referred to arbitration. The arbitration proceedings shall be conducted by a single Arbitrator appointed by the purchaser company, and the Arbitration proceedings shall be conducted as per Arbitration and Conciliation Act 1996, and the award decision of

such arbitrator shall be final, and binding upon both the parties. The venue of Arbitration shall be Mumbai/Kolkata. However, the work shall not be stopped during the pendency of the proceedings and it shall be ensured that such work is preceded uninterruptedly.

2) Any dispute arising in respect of the Order shall be subject to jurisdiction of Mumbai/Kolkata and shall be decided by a competent Authority/Court at Mumbai/Kolkata.”

4. Under such circumstances and upon hearing the learned advocates for the respective parties who admit that there are differences and disputes, this application is disposed of upon the court being satisfied that the notice invoking arbitration was properly issued on December 27, 2024. The respondent also replied to the said notice and raised an objection with regard to the admissibility of the claim of the petitioner. The prayer for appointment of a learned arbitrator is allowed.

6. Miss Debjani Sengupta (Mobile No.9836724635), the learned Advocate, is appointed as the sole arbitrator, to arbitrate upon the dispute between the parties.

7. The respondent shall be at liberty to raise all objections as may be available to him under the laws. The learned Arbitrator shall comply with the provisions of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall be at liberty to fix her remuneration as per the Schedule of Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)