

ORDER

OC-19

IN THE HIGH COURT AT CALCUTTA  
COMMERCIAL DIVISION  
ORIGINAL SIDE

AP-COM/275/2025

MD RIYAZ

VS

THE PRINCIPAL CHIEF COMMERCIAL MANAGER

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 7<sup>th</sup> May 2025.

Appearance:

Mr. S. Dasgupta, Adv.  
Mr. B. Bahan Bera, Adv.  
...for petitioner.

Mr. Swatarup Banerjee, Adv.  
Mr. R. Bhattacharyya, Adv.  
...for respondent.

1. This is an application for appointment of a learned arbitrator under clause 26 of the agreement dated May 29, 2019. Pursuant to a letter of award dated March 29, 2010, an agreement was executed between the parties, inter alia, permitting the petitioner to collect parking charges from the vehicles parked at Pirpainti Railway Station, for a period of three years. The petitioner claims to have deposited Rs.14,05,300/- towards security deposit and a further sum of Rs.4,21,600/- as performance guarantee to the concerned FA & CAO of the Eastern Railway, Kolkata. The petitioner claims to have paid the licence fees from time to time.
2. The petitioner was informed that, on the basis of a complaint lodged by one Pritam Kumar, SP/BGP, by a letter dated October 22, 2019, the

character certificate which was submitted had been cancelled. On December 15, 2020, the Eastern Railways issued a letter, asking the petitioner to show cause as to why the work allotted to the petitioner in terms of the letter of award should not be cancelled and deposits made by the petitioner should not be forfeited. Thereafter, the license granted to the petitioner under the said agreement, was terminated on January 14, 2021. The petitioner replied to the said letter dated January 14, 2021, thereby, explaining the situation to the respondent, but no step had been taken by the respondent to mitigate the grievances of the petitioner. Challenges have been made to the contents of the letter of termination. It is alleged that the order of termination is unreasoned and a non-speaking one. Therefore, disputes and differences arose between the parties.

3. Considering the above facts and the existence of an arbitration clause, this Court deems it fit to allow the application by appointing an arbitrator. The issues with regard to arbitrability of the disputes, admissibility of the claims and all other objections available to the respondent, are to be decided by the learned arbitrator at the appropriate stage. This Court has not entered into the merits of the claim of the petitioner.
4. Under such circumstances, this application is disposed of by appointing Mr. Shayak Mitra, learned Advocate, Bar Library Club, to arbitrate upon the disputes between the parties. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his/her remuneration as per the Schedule of the Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)

S. Kumar / R.D. Barua