

OCD 18

ORDER SHEET
AP-COM/355/2025
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

M/S KRISHI INFRATECH BANGALORE
VS
MINISTRY OF RAILWAY SERVICE
THROUGH THE CHIEF ENGINEER, (CON)-HQ

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 13th May, 2025.

Appearance:
Mr. Anirban Ray, Sr. Adv.
Mr. Raja Saha, Adv.
Mr. Anujit Mookherji, Adv.
Mr. Prithish Chandra, Adv.
...for the petitioner

Mr. Swatarup Banerjee, Adv.
Mr. Sariful Haque, Adv.
...for the respondent

The Court:

1. This is an application for appointment of an Arbitrator in terms of Clause 64(3)(b)(ii) of the Indian Railways, Standard General Conditions of Contract.
2. According to Mr. Ray, disputes and differences cropped up between the parties in respect of the contract for Execution of Balance Earthwork in Formation, Construction of Minor Bridges between Km.0.00 to 9.500 in

connection with the construction of new line between Deshpuran and Nandigram of S.E. Railway. The petitioner entered into a contract with the respondent on September 13, 2023, pursuant to the letter of acceptance issued by the respondent. While the petitioner alleges that the railway authorities did not hand over dispute free site which delayed the execution of the work. Mr. Banerjee, learned Advocate for the respondent submits that the petitioner had failed and neglected to complete the work within the stipulated period. Correspondences and letters were exchanged between the parties with regard to the dispute which has arisen. Ultimately, the railway authorities terminated the contract.

3. Mr. Ray, learned senior advocate appearing for the petitioner also submits that apart from termination of the contract, legitimate claims of the petitioner have not been paid by the railways authorities, even in respect of the work that was executed.
4. Mr. Banerjee denies the validity of the claims made by the petitioner.
5. Heard learned advocates for the respective parties. This Court finds that the arbitration clause is in existence and arbitration clause contained in the General Conditions of Contract, has been made applicable in respect of the contract of the petitioner.
6. With regard to the issue raised by Mr. Banerjee as to the admissibility of the claims, the arbitrability of the disputes and that, issues involved fall within the excepted matters, are questions which ought to be decided by the learned arbitrator.

7. The arbitration clause provides for formation of an Arbitral Tribunal with nominees of each party. Under such circumstances, this Court constitutes the Tribunal with Mr. Jishnu Chowdhury, Senior Advocate, as the petitioner's nominee. Mr. Santosh Kumar Agrawal (Retd. DG/Retd. Railway Officer) as the respondent's nominee and Hon'ble Justice Debasish Kar Gupta, Former Chief Justice of this Court, will act as presiding Arbitrator.
8. All points are left open to be urged before the learned Arbitrators. This Court has not gone into the merits of the issues raised by the petitioner. The appointment of the Arbitral Tribunal is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The Tribunal shall fix its remuneration in terms of the Schedule of the Act.
9. AP-COM/355/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)