

OIPD-22

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
Ordinary Original Civil Jurisdiction

AP-COM/412/2025

INDIAN INSTITUTE OF TECHNOLOGY
VS
SUBHAM ENTERPRISE

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 24th June, 2025.

Appearance:
Mr. Avinash Kankani, Adv.
Mr. Sounak Mondal, Adv.
Ms. S. Chatterjee, Adv.
...for petitioner.

Mr. Subhabrata Datta, Adv.
Ms. Aranya Saha, Adv.
Mr. Tushar Saha, Adv.
...for respondent.

The Court: This is an application under Section 11 of the Arbitration and Conciliation Act, 1996. The disputes by and between the parties arise out of a tender for Resurfacing and Repairing of Bituminous Road at IIT Kharagpur Campus dated January 13, 2021.

It is fairly submitted by both the parties that in view of a connected pending arbitral reference between the parties before the Hon'ble Justice Soumitra Pal (Retired), this reference be also be remanded to the same Arbitrator.

Clause 25 of the tender provide as follows;

"25.ARBITRATION

25.1. In the case of dispute arising upon or in relation to or in connection with the contract between the parties, which has not been settled amicably, any party can refer the

dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by IITKGP and Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry/Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

25.2. Arbitration proceedings shall be held in Kharagpur and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English.

25.3. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.”

In view of the fact that there are live disputes which have arisen in respect of the above contract and are covered by the arbitration clause and by consent of the parties, the Hon'ble Justice Soumitra Pal (Retired) is appointed as an Arbitrator to adjudicate upon the above disputes.

With the above directions, AP-COM/412/2025 stands disposed of.

(RAVI KRISHAN KAPUR, J.)

SK.