

ORDER

OCD-19

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/448/2025
GLOBAL VECTRA HELICORP LIMITED
VS
FLYING TRAINING INSTITUTE (FTI)

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 11th June 2025.

Appearance:-
Mr. Avik Dhar, Adv.
... for petitioner.
Mr. Paritosh Sinha, Adv.
Mr. Arindam Mandal, Adv.
... for the State.

1. This is an application for appointment of an independent and impartial person as a sole arbitrator to adjudicate the dispute between the parties. The reference was made to the learned arbitrator pursuant to an order passed on August 21, 2024 in AP-COM/627/2024.
2. AP-COM/627/2024 was filed for appointment of a learned arbitrator. The Court observed that clause 14.1 of the agreement provided that the reference to arbitration should be preceded by an attempt at amicable settlement. The counsel for the respondent opposed such prayer for appointment of the learned arbitrator on the ground that by a written agreement, the petitioner had waived the right to challenge the independence of the named arbitrator. As per the agreement, the Secretary, Law Department, Government of West Bengal was the named

arbitrator by designation, in the said clause. The Court turned down the objection raised by the respondent with regard to the petitioner not having exhausted the procedure for amicable settlement prior to filing the application for appointment of a learned arbitrator. With regard to the other objection of the respondent, the Court was of the view that by a communication dated September 7, 2023, the petitioner had categorically mentioned that in case the issue remained unresolved, the petitioner would go for arbitration and take up the matter with the Secretary, Law Department, Government of West Bengal. The petitioner wrote that the Secretary, Law Department, Government of West Bengal was to act as the sole arbitrator. This, according to the Learned Judge, was sufficient waiver of the applicability of Section 12(5) of the Arbitration and Conciliation Act, 1996. Accordingly, the said application was dismissed, by granting liberty to the petitioner to refer the dispute to the Secretary, Law Department, Government of West Bengal in terms of clause 14 of the agreement between the parties.

3. The learned arbitrator continued with the arbitration and the proceeding was at the stage of evidence, when a question with regard to impartiality of the tribunal was raised. Unfortunately, the learned arbitrator recorded that he was inclined to terminate the proceeding and that the arbitration proceeding had come to an end at the stage of evidence.
4. The petitioner submits that the allegation with regard to partiality of the arbitrator was made by mistake before the learned arbitrator. The

petitioner is willing to continue before the learned arbitrator. The matter has reached a matured stage and is likely to be concluded soon. The petitioner is willing to tender unqualified apology to the learned arbitrator and withdraw the evidence filed, by making allegation against the learned arbitrator, filing afresh.

5. This application has been filed under Section 15(2) of the Arbitration and Conciliation Act, 1996. Section 15 deals with termination of mandate and substitution of an arbitrator. The said provision prescribes that the mandate of the arbitrator shall terminate when he withdraws from office without any reason or pursuant to an agreement between the parties. In this case, the learned arbitrator has not withdrawn but has terminated the proceeding, as the order indicates. The order of termination cannot be assailed in this proceeding. The remedy of the petitioner is before another forum.

6. Under such circumstances, the application is disposed of, granting liberty to the petitioner to approach the appropriate forum with the fair submissions made before this Court that the petitioner had mistakenly filed the evidence with an allegation, but the petitioner wishes to withdraw the same and the petitioner wants to continue with the proceeding before the learned arbitrator from the stage of evidence.

(SHAMPA SARKAR, J.)