

OCD-8

AP-COM/451/2025  
IN THE HIGH COURT AT CALCUTTA  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMMERCIAL DIVISION

SHYAMSREE INFRA TRIBENI CONSTRUCTION J V  
VS  
HOOGHLY RIVER BRIDGE COMMISSIONER AND ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : 10<sup>th</sup> June, 2025.

Appearance:

*Mr. Sakabdo Roy, Adv.*

*Ms. Pooja Sah, Adv.*

*Ms. Shrayshee Das, Adv.*

*Mr. Rohan Kumar Thakur, Adv.*

*Mr. tridibesh Dasgupta, Adv.*

*. . .for the petitioner.*

*Mr. Chayan Gupta, Adv.*

*Mr. Aviroop Mitra, Adv.*

*. . .for the respondents.*

The Court:

1. This is an application for appointment of an Arbitral Tribunal in terms of Clause 39 of the General Conditions of Contract, which was made applicable to the agreement entered into between the petitioner and the respondents on August 21, 2017. Learned advocate for the petitioner submits that the petitioner is a joint venture of Shyamsree Infrastructure Pvt. Ltd. and Tribeni Construction Ltd. The petitioner participated in an e-tender, floated by the respondent no.2. The petitioner was declared the L1 Bidder. A contract was entered into on August 21, 2017. The contract price was above Rs.50 crores. The terms

and conditions of the General Conditions of Contract were made applicable to the agreement executed between the parties. The said terms and conditions also contained a dispute resolution clause. The clause provided that all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions, quality of workmanship or materials, claims, rights, liabilities etc. whether during or after termination or abandonment of the work shall be referred to an Arbitral Tribunal comprising of three Arbitrators. Each party was to appoint one Arbitrator and the two appointed Arbitrators were to appoint the third or presiding Arbitrator.

2. The petitioner submits that disputes and differences arose between the parties on account of non-payment of bills raised although, the work was completed and the project was handed over to the respondents.
3. Mr. Gupta learned advocate for the respondents, submits that the payments as were admissible as per the respondents, had been made and there is no surviving dispute.
4. The referral Court is only required to, prima facie, satisfy itself as to the existence of an arbitration clause and can weed out dead claims. The documents annexed to the application, the pleadings, the date of completion and handing over the project, do not indicate ex facie that the claims of the petitioner are dead wood. Whether the said claims are admissible or not, shall be decided by the learned Arbitrator. The questions raised by Mr. Gupta are to be raised before the learned Arbitrator, which is the proper forum to decide on the arbitrability,

maintainability, jurisdiction as also admissibility of the claims. Keeping all objections available to the respondents open, this application is disposed of by referring the dispute to arbitration. Although the clause specifies that the arbitral tribunal will consists of three arbitrators, both the parties submit through the learned advocates before this Court that, in order to avoid unnecessary delay and expenses, the parties agree to the appointment of a sole Arbitrator, instead of a panel of three Arbitrators.

5. Upon recording such consent and agreement made before the Court and the request for appointment of a sole Arbitrator by both the parties, the Court appoints Hon'ble Justice Dilip Kumar Seth, former judge of this Court, as the learned Arbitrator, to arbitrate upon the dispute between the parties. This order is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.
6. The learned Arbitrator shall fix his own remuneration as per the schedule of the Arbitration and Conciliation Act.
7. AP-COM/451/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)

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