

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
(COMMERCIAL DIVISION)

AP-COM/473/2025
Coal India Limited
VS
Svaryu Energy Limited
(Formerly known as Refex Energy Limited)

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : 26th June, 2025

Appearance:
Mr. Ayan Poddar, Adv.
Mr. Soham Dutta, Adv.
Ms. Anjali Shaw, Adv.
.... for the petitioner
Mr. Devasis Mitra, Adv.
Mr. Prasant Malik, Adv.
Mr. Rajesh Upadhyay, Adv.
...for the respondent

The Court:- This is application for appointment of a learned Arbitrator for settlement of a dispute which arose out of a contract dated August 25, 2021 entered into between the parties.

The contract was executed in relation to the work of "Acquisition and Handover of Land, Design, Engineering, Supply and Procurement, Construction, Erection. Testing, Commissioning, Operation and Maintenance of Solar Photovoltaic Grid-Connected Power Plant of capacity 100 MW(AC) including Evacuation Infrastructure in Gujarat".

Disputes and differences arose between the parties with regard to the delay in execution of the work and termination of the contract. The petitioner inter alia, claims damages for alleged breach committed by the respondent. The respondent has a counter-claim for unpaid dues and also challenges the decision of the petitioner to blacklist the respondent. There

are allegations and counter allegations. Both the parties invoked the arbitration.

The petitioner has approached this Court for appointment of a learned Arbitrator. The Arbitration Clause is quoted below:

“In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL/CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.”

The contract provides that the Calcutta High Court shall have the exclusive jurisdiction in all matters arising out of the contract.

As the mechanism for appointment of an arbitrator is no longer available in law in view of the provisions of section 12(5) of the Arbitration and Conciliation Act 1996, this application is maintainable. Under such circumstances, the application being AP No. 473 of 2025 is allowed and disposed of by referring the disputes to arbitration of the sole Arbitrator, Justice Girish Chandra Gupta, former Chief Justice of this Court.

The learned Arbitrator shall comply with the provisions of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall be at liberty to fix his remuneration as per the Schedule of the Arbitration and Conciliation Act, 1996.

The respondents are given liberty to file the Vakalatnama and affidavit of competency in the department within two weeks.

(SHAMPA SARKAR, J.)

JM/pa