

OCD 9

ORDER SHEET
AP-COM/623/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

BUILDMATE PROJECTS PVT LTD.
VS
ENVIRO TECH BUILDCON PVT LTD.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 14th August, 2025.

Appearance:
Ms. Labanyasree Sinha, Adv.
. . .for the petitioner.

Mr. Atanu Saikia, Adv.
. . .for the respondent.

The Court:

1. This is an application for appointment of a learned Arbitrator. The petitioner refers to Clause 54 of the agreement dated October 5, 2020 which was entered into between the parties. Clause 54 provides that the parties must attempt to settle disputes amicably, in a friendly manner. In case no agreement is reached between the parties, the dispute shall be referred to a sole Arbitrator. The arbitration proceeding will be governed by the Arbitration and Conciliation Act, 1996 and the place of arbitration shall be Kolkata.
2. Mr. Atanu Saikia, learned advocate appears on behalf of the respondent. Leave is granted to the respondent to file appropriate Vakalatnama and

affidavit of competency within ten days from date as the respondent is from Assam.

3. The notice invoking arbitration was issued by the petitioner on March 17, 2025. It is submitted by the learned advocate for the petitioner that, the work under the contract was completed sometime in 2023 and the last payment under the contract was received by the petitioner sometime in May, 2023. The petitioner contends that there are still outstanding dues on account of additional expenditure that was incurred. It is also submitted that the entire amount payable under the terms of the contract, was also not disbursed.
4. Mr. Saikia learned advocate for the respondent contends that the claims are inadmissible and all amounts payable had been disbursed.
5. The issues raised are, factual. The admissibility of the claim has to be decided by the learned Arbitrator.
6. Under such circumstances, the dispute appears to be alive. The question of amicable settlement does not arise in view of the fact that the parties had corresponded with each other, but did not avail of any opportunity of an amicable settlement at the relevant stages.
7. Under such circumstances, in terms of Clause 54 of the agreement, the petitioner has rightly approached this Court for appointment of a learned Arbitrator.
8. The application is allowed. The Court appoints Mr. Ishaan Saha, [Mob. No. 9836011990], learned Advocate, Bar Library Club, as the Arbitrator, to arbitrate upon the dispute between the parties. This appointment is

subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

9. The learned Arbitrator shall fix his own remuneration as per the Schedule of the Arbitration and Conciliation Act.
10. Both parties are at liberty to raise their disputes before the learned Arbitrator. The learned Arbitrator shall decide the matter independently.
11. AP-COM 623 of 2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)