

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA  
ORIGINAL SIDE  
COMMERCIAL DIVISION

AP-COM/708/2025  
ENVIRONMENTAL SYSTEMS PRODUCTS INDIA PVT. LTD.  
VS  
WEST BENGAL POLLUTION CONTROL BOARD

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 17<sup>th</sup> September, 2025.

Appearance:

*Mr. Debnath Ghosh, Sr. Adv.*

*Mr. A. Sinha, Adv.*

*... for petitioner.*

*Mr. N.C. Bihani, Sr. Adv.*

*Mr. Soumya Mukherjee, Adv.*

*...for respondent.*

1. This is an application for appointment of an arbitrator in terms of clause 14 of the agreement dated December 7, 2023. The parties entered into a contract. The petitioner was required to provide remote sensor devices to monitor vehicular pollution. Disputes arose between the parties over several issues and it is informed to the Court that a writ petition is pending before the High Court.
2. Mr. Debnath Ghosh, learned Senior Advocate submits that the reference to Arbitration shall be restricted to a money claim on account of unpaid dues and the prayers in the writ petition do not overlap.
3. Mr. Behani, learned senior advocate for the respondent submits that the petitioner had not completed the work, and as such, no payment was due. The money claim was fictitious and frivolous. Mr. Behani further contends

that the petitioner should withdraw the writ petition before referring the dispute to arbitration. Parallel proceedings cannot continue.

4. The objection of Mr. Behani, that the work had been completed, is triable and as such, the same may be raised before the learned Arbitrator. The further contention of Mr. Behani that the pendency of writ petition would stand as a bar in referring the dispute, is an issue of arbitrability and jurisdiction of the learned arbitrator and this point shall be raised before the learned arbitrator by filing an application under section 16 of the Arbitration and Conciliation Act, 1996.
5. Under such circumstances, this Court is not required to delve further into the issues raised by the parties and leaves it open to them to raise all their contentions before the learned arbitrator. The arbitration clause exists and the clause was duly invoked.
6. Under such circumstances, the application is disposed of by appointing Mr. Saptansu Basu, learned Senior Advocate as an arbitrator, to arbitrate upon the disputes between the parties. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall fix his/her remuneration as per the Schedule of the Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)