

ORDER SHEET
AP-COM/734/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

PINNACLE SAND
VS
SIMPLEX INFRASTRUCTURE LIMITED

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 18th September, 2025.

Appearance:
Mr. Aditya Manubarwala, Adv.
Mr. Shubham Banerjee, Adv.
Ms. Tanishka Grover, Adv.
Mr. Sayandeep Chanda, Adv.
...for the petitioner

Mr. Debraj Sahu, Adv.
Mr. Abhishek Banerjee, Adv.
Ms. Deboshmita Nandi, Adv.
...for the respondent

The Court:

1. This is an application under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of a learned Arbitrator for adjudication of the disputes which have arisen out of the purchase orders dated June 4, 2018 and September 1, 2018. The second purchase order is a confirmatory order of the first. As such, it is contended by the petitioner that both the purchase orders are interlinked and interconnected. The purchase orders contain

arbitration clauses, for settlement of dispute between the parties. The venue of arbitration has been mentioned as Kolkata.

2. According to the petitioner, the goods were delivered as per the purchase orders. In support of such contention, delivery challans, tax invoices, e-way bills etc. have been relied upon. The petitioner contends that at the time of delivery, the respondent was satisfied with the goods, but later refused to pay the entire amount. It is alleged that the respondent had agreed to pay the first instalment of Rs.25 lakhs within August 7, 2019 and the remaining amount of Rs.70,49,367/- was to be paid in two instalments in the succeeding months after August. Being aggrieved by the non-clearance of the dues, several letters were issued. The petitioner also approached the MMRDA which had directed the respondent to pay the outstanding dues. As per the claim, the petitioner is entitled to Rs.2,40,99,270/-. According to the petitioner, at the relevant point of time the total claim was Rs.2,40,99,270/- and upon receipt of payment, the claim was Rs.1,70,49,903/-. Despite several negotiations and talks, the amount remain unpaid and at the time of invocation, the net receivable was Rs.2,02,55,867/-. The petitioner invoked the arbitration clause on July 14, 2025. As no reply was received from the respondent, the petitioner has approached this Court for appointment of an Arbitrator.
3. Mr. Sahu, learned advocate for the respondent denies the claim and submits that the petitioner was not entitled to any further money from

the respondent. Mr. Sahu further submits that the claims are also time barred.

4. Having considered the rival contentions of the parties, this Court is of the view that the denial of the claims by Mr. Sahu and also the denial of the allegations made by the petitioner are matters which are triable and the parties will have to prove their case and counter case by leading evidence. The issue of limitation is also a mixed question which has to be decided by the learned Arbitrator.
5. Under such circumstances, leaving all the objections available to the respondent open, and to be adjudicated by the learned arbitrator, the application is disposed of upon referring the disputes to arbitration. This order is restricted to the satisfaction of the court as to the existence of the arbitration clause. The court has not touched the merits of the matter.
6. Under such circumstances, the Court appoints Hon'ble Justice Sahidullah Munshi, a former Judge of this High Court, as the 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 own remuneration as per the Schedule of the Act.
7. The application is, accordingly, disposed of.

(SHAMPA SARKAR, J.)