

ORDER SHEET
AP-COM/750/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

M/S. GOURIKA INDIA LIMITED
VS
ENGINEERING PROJECTS (INDIA) LIMITED AND ANR.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 24th September, 2025.

Appearance:
Mr. Arik Banerjee, Adv.
Mr. Subham Chatterjee, Adv.
Mr. Rajib Mullick, Adv.
Ms. Ayantika Saha, Adv.
...for the petitioner

Mr. Arnab Chakraborty, Adv.
Ms. Pragya Bhowmick, Adv.
..for the respondent no.1

Mr. Anjan Chakraborty, Adv.
...for the respondent no.2

The Court:

1. This is an application for injunction upon the respondent no.1 to secure Rs.75 lakhs, which according to the petitioner was raised by three R/A bills on account of materials supplied. The petitioner prays for stay of the order of partial termination of the contract. Admittedly the contract contains an arbitration clause. The notice invoking arbitration has not yet been issued.

2. Mr. Banerjee, learned advocate for the petitioner submits that there are documents to show that R/A bills had been accepted and the respondent had also informed the petitioner that steps were being taken to release some payments. Without notice and during such negotiations, the partial termination order was issued.
3. Mr. Chakraborty, learned advocate for the respondent No.1, submits that the claim for Rs.75 lakh was not admitted and the bills were not raised in proper form. Back-dated bills were not permissible.
4. The disputes between the parties should be settled by the learned arbitrator, in terms of the arbitration clause. However, as Mr. Chakraborty submits that some amount would be payable by the respondent No.1, in the event the petitioner raises proper bills. Thus, the Court directs Rs.46 lakh should be secured. Accordingly, the respondent No.1 shall be at liberty to operate its bank accounts upon ensuring that a continuous balance of Rs.46 lakh is maintained. Monthly bank statement shall be provided to the petitioner.
5. Learned advocate for the respondent No.2 submits that the dispute is between the petitioner and the respondent No.1 and as such, the respondent No.2 does not have any submissions to make at this stage.
6. With regard to further security of the amount claimed by Mr. Banerjee, this Court is of the view that the respondent No.1 is a government company and has adequate assets. Thus, in the event the petitioner is successful in proving its claim, the award will not be rendered as a paper decree. Whether the partial termination should be

lifted or the petitioner should be allowed to perform the contract in spite of partial termination, is also a matter which must be decided by the learned arbitrator.

7. The aforementioned interim order shall continue for a period of three months. The petitioner shall invoke the arbitration clause in accordance with law.
8. The respondents shall file their Vakalatnama within a week after reopening of the Court after the vacation.
9. The application is disposed of.

(SHAMPA SARKAR, J.)