

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/806/2025
VIVEK CHAUDHARY
VS
SUPER SMELTERS LIMITED

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 18th November, 2025.

Appearance:
Mr. Ishaan Saha, Adv.
Ms. Akansha Singhania, Adv. ...for petitioner.

Mr. Ritoban Sarkar, Adv.
Mr. Soham Sen, Adv.
Mr. Sourav Sharma, Adv. ...for respondent.

The Court: The disputes arise out of a work order dated 5th August, 2022. The respondent issued such work order to the petitioner for transportation of South African Coal from Haldia Port to the respondent's Jamuria plant. A consideration of Rs.1000/- per MT on a lump sum basis was payable by the respondent to the petitioner for transportation of such coal.

According to the petitioner, as per clause 5 of the order, the respondent was under an obligation to pay the transportation charges within 30 days from receipt of the materials or from the date of submission of the bill along with receipt of materials at the respondent's Jamuria plant.

Clause 8 provided the manner in which the materials were to be covered, loaded and sealed. As per clause 12 of the work order security deposit of Rs.15 lakh was to be furnished by the petitioner to the respondent, by way of post dated cheque. Clause 19 of the work order provided that all disputes arising out of the contract shall be resolved through arbitration as per the provision of the Arbitration and Conciliation Act, 1996. The Courts of Kolkata will have the exclusive jurisdiction.

The petitioner alleges that the respondent unilaterally and arbitrarily made false allegations with regard to the materials delivered and did not pay the money due. Disputes arose between the parties. A meagre sum of Rs.7,49,410/- was paid against a total demand of Rs.35,34,376/-. According to the petitioner, a sum of Rs.27,77,396/- is till payable.

Mr. Sarkar on behalf of the respondent denies the allegations and submits that the petitioner had supplied inferior quality of materials and did not comply with the conditions of the contract. He further submits that, on the contrary, the respondent has a counter claim against the petitioner.

The notice invoking arbitration was issued on 19th May, 2025. The petitioner proposed the name of the learned Arbitrator. The respondent replied to the same, but did not agree to the name proposed by the petitioner.

Under such circumstances and in view of the pending dispute, this Court is allowed this application by appointing Ms. Anamika Pandey, learned Advocate (Mob:- 8336835229) as the learned Arbitrator. All questions left open to be decided by the learned Arbitrator.

This order is passed subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his remuneration in terms of the Schedule of the Act.

AP-COM/806/2025 is accordingly disposed of.

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(SHAMPA SARKAR, J.)