

ORDER SHEET
AP/753/2022
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

JOYRATH PROJECTS PVT. LTD.
VS
SIMPLEX INFRASTRUCTURES LTD.

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 26th June, 2025.

Appearance:
Mr. Chayan Gupta, Adv.
Mr. Arnab Sardar, Adv.
Mr. Sayan Ganguly, Adv.
...for the petitioner

Mr. Debraj Sahu, Adv.
Mr. Sitikantha Mitra, Adv.
...for the respondent

The Court:

1. This an application for appointment of a learned Arbitrator for composite reference in respect of the Work Order No.WO32243224/180501000009 dated 1st June, 2018, Work Order No.WF32243224/180824000001 dated 7th September, 2018 and Work Order No.WO31793179/201015000001 dated 30th April, 2021.
2. The petitioner relies on the Letter of Intent (LOI) dated February 15, 2018 in support of the contention that the respondent had accepted the offer of the petitioner for the job of Fabrication, Sand Blasting, Painting

and Mock Assembling of Launching Girder at the metro station under the Bangalore Metro Rail Project, Phase-2. According to the petitioner, pursuant to the LOI, work order was issued on June 1, 2018. The work orders provide for settlement of disputes amicably, failing which the disputes shall be referred to an Arbitrator. The petitioner contends that in addition to the work order which was issued on June 1, 2018, another work order was issued on September 7, 2018, in respect of the same project. The petitioner relies on the description of the project in the work orders and submits that the connection between the work orders would be available from the name of the project contained in them. According to the petitioner, disputes arose with regard to non-payment. Invoices were raised.

3. All the work orders contain similar arbitration clauses and the venue for arbitration is Kolkata. According to the petitioner, both the work orders were treated to be part of the same transaction as they arose out of a contract which was given to the petitioner for construction of the Viaduct and 5 nos. of metro stations in Reach-6 Line of Bangalore Metro Rail Project, Phase-2. Thereafter, the work order dated April 30, 2021 was issued with regard to construction of elevated structures (viaduct & stations) of length 3.031 KM approximately from Hesaraghatta Cross Station to BIEC station, including road widening and allied works in Bangalore.
4. According to the petitioner, invoices were raised in a composite manner and payments were also made in a composite manner. Petitioner relies

on certain bank statements and invoices. As the disputes could not be resolved, a notice invoking arbitration was issued. Respondent received the said notice.

5. Mr. Sahu submits that the work orders are separate and distinct. Each of the work orders has a separate binding arbitration clause. A composite invocation was not permissible in law. The petitioner failed to indicate the exact amount due against each of the work orders. The invoices did not tally with the claims. The descriptions under the Letter of Intent did not tally work orders in respect of which arbitration has been invoked. Thus, the application should not be allowed.
6. This Court has considered the Letter of Intent and the nature of work as mentioned in the work orders dated June 1, 2018 and September 7, 2018. It appears that these two work orders were issued in respect of the same project. Thus, a composite reference in respect of the said two work orders can be made in order to avoid multiplicity of proceeding, for the convenience of the parties and to save costs. The petitioner's specific contention is that payments were made in a lump sum without indicating what exactly was being paid against which work order. Under such circumstances, the composite reference in respect of the work orders dated June 1, 2018 and September 7, 2018 which arise in respect of the construction of viaduct and 5 nos. of metro stations in Reach-6 Line of Bangalore Metro Rail Project, Phase-2 can be allowed. The claim of the petitioner in respect of these two work orders and the

payments made against the same are again matters of evidence which may be raised by Mr. Sahu at the appropriate stage.

7. All questions with regard to arbitrability of the dispute, admissibility of the claim etc. shall be decided by the learned Arbitrator. The objections are on factual issues and cannot be decided without evidence.
8. However, in respect of the work order dated April 30, 2021, this Court finds that the objection of Mr. Sahu is correct to the extent that the same does not appear to be connected with the project giving rise to work orders dated June 1, 2018 and September 7, 2018. Thus, in respect of the claims against the said work order, a separate reference should be allowed. As the referral court, the Court is satisfied as to the existence of the arbitration clause and the fact that the arbitration was invoked.
9. Under such circumstances, two separate references would be proper. One composite reference in respect of the Work Order No.WO32243224/180501000009 dated 1st June, 2018, and Work Order No.WF32243224/180824000001 dated 7th September, 2018 and the other separate reference in respect of the Work Order No. WO31793179/201015000001 dated 30th April, 2021.
10. Under such circumstances, the Court appoints Mr. Jayanta Sengupta, learned Advocate (Mob. No.9231500518), as the Arbitrator, to arbitrate upon the disputes between the parties in respect of the above work orders. 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.

11. AP/753/2022 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)