

OCD-3

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
COMMERCIAL DIVISION

APOT/4/2026
IA No. GA-COM/1/2026

AMRIT CEMENT LIMITED
-Vs-
SAI SURFACTANTS PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

-AND-

The Hon'ble JUSTICE MD. SHABBAR RASHIDI

Date: February 12, 2026.

Appearance:

Mr. Jishnu Chowdhury, Sr. Adv.
Mr. Sankarsan Sarkar, Adv.
Ms. Bhawna Parasramka, Adv.
Ms. Priyashi Jajoo, Adv.
...for the appellant

Mr. Chayan Gupta, Adv.
Mr. Uttam Sharma, Adv.
Ms. Vrinda Kedia, Adv.
...for the respondent

The Court : Appeal is directed against an order passed under Section 9 of the Arbitration and Conciliation Act, 1996 dated January 8, 2026 passed in AP-COM/545/2025

Learned senior advocate appearing for the appellant submits that the appellant and the respondent entered into a contract under which, the respondent was to manufacture and supply polypropylene woven bags. The appellant is the manufacturer of cement. Such bags were required for the

purpose of packing cement manufactured by the appellant and selling it in the market.

Learned senior advocate appearing of the appellant draws the attention of the Court to the materials on record. He submits that, the appellant rejected some of the supplies from time to time. A joint meeting was held in which issue with regard to quantum of rejection was also identified. Appellant paid a portion for the bags supplied.

Learned senior advocate appearing for the appellant submits that, the issue with regard to the quantum of rejection and the amount paid may be decided in arbitration. The claim is purely monetary in nature and, therefore, no order for security in the manner as passed should be sustained. He submits that the appellant is otherwise solvent and need not be saddled with an order of furnishing security.

Learned advocate appearing for the respondent submits that, from time to time, the respondent manufactured and supplied the polypropylene bags to the appellant. He submits that, the bags were actually consumed. Despite consumption of such bags, the appellant did not pay for the same. He draws the attention of the Court to the materials on record in this regard.

Court is informed that, pursuant to the agreement between the parties, learned Arbitrator entered into reference. The first meeting of the arbitration is fixed on February 16, 2026.

In the facts and circumstances of the present case, there are disputes arising out of a contract which stand referred to arbitration.

Prior to reference being made, respondent before us approached the learned Single Judge under Section 9 of the Act of 1996 seeking various reliefs. Claim of the respondent is premised upon goods sold and delivered and the price thereof not being paid by the appellant.

We find from the records that, the respondent from time to time supplied polypropylene bags to the appellant. The polypropylene bags so supplied apparently were consumed. Materials on record suggest that, there is a portion which remains unpaid. We hasten to add that we are not returning any definitive finding as to the quantum of the bags supplied or quantum of money, if any, due and payable by the appellant to the respondent. Such issues may be decided in arbitration.

So far as the direction for furnishing security is concerned we find that the claim of the respondent is to the tune of Rs. 59 lakhs and odd on account of principal. It would be appropriate to keep such claim secured in the facts and circumstances of the case.

In such circumstances, it would be appropriate to modify the order under appeal.

We, therefore, direct the appellant to create a fixed deposit for a sum of Rs.60,00,000/- since we find that principal claim is for a sum of Rs.59,00,000/- and odd.

Such fixed deposit be created within a period of a fortnight from date in any bank of the choice of the appellant. Appellant will continue to keep such fixed deposit renewed from time to time till disposal of the arbitration. Fixed deposit will abide by the result of the arbitration. Original fixed deposit receipt may be retained by the advocate on record for the appellant.

A copy of the fixed deposit receipt may be made over by the appellant to the learned advocate-on-record for the respondent.

APOT/4/2026 along with connected applications are disposed of.

(DEBANGSU BASAK, J.)

(MD. SHABBAR RASHIDI, J.)

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