

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
ORDINARY ORIGINAL CIVIL JURISDICTION

AP-COM/95/2026

SHYAM SEL AND POWER LIMITED
VS
MANISHRI REFRACTORIES AND CERAMICS PRIVATE LIMITED AND
ANOTHER

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 12th February, 2026

Appearance:

Mr. K. Thaker, Sr. Adv.

Mr. S. Banerjee, Adv.

Mr. P. Chakraborty, Adv.

Mr. S. Mukhopadhyay, Adv.

Mr. M. Dang, Adv.

Mr. P. Ray Chowdhury, Adv.

Mr. Rupak Ghosh, Adv.

Mr. Sankarsan Sarkar, Adv.

Mr. Tanmoy Sett, Adv.

Ms. Sucheta Das, Adv.

...for respondent. No. 1

Mr. Avishek Guha, Adv.

Ms. Arunika Dutta, Adv.

Mr. A. Majumdar, Adv.

...for the respondent no. 2.

The Court: In view of the urgency pleaded by the petitioner and by consent of the parties, the matter is taken up for hearing.

This is an application under Section 9 of the Arbitration and Conciliation Act, 1996. The disputes and differences between the parties arise out of a contract for sale. It is admitted by both the parties that the General Terms and Conditions of the purchase order contains an arbitration clause which for convenience is set out below;

“ARBITRATION:

In the event of any dispute or difference arising or occurring between the parties in relation to anything or any matter arising out of or under this agreement, the same shall be referred for arbitration to three arbitrators, each party to appoint one arbitrator and the two appointed arbitrator shall appoint the third arbitrator

who shall act as the presiding arbitrator. The arbitration shall be conducted in accordance with the statute governing the law of arbitration applicable at the relevant time.

Work under the contract shall be continued by the contractor during the Arbitration proceedings unless otherwise directed in writing by the purchaser or unless the matter is such that the works cannot possibly be continued until the decision of the Arbitrators or of the Umpire, as the case may be, is obtained.

The venue of Arbitration shall be at KOLKATA, West Bengal-India.”

By consent of the parties Mr. Sudipto Sarkar, Senior Advocate is appointed as a Sole Arbitrator subject to communicating his consent to the Registrar, Original Side of this Court within three weeks from date.

Liberty is granted to the petitioner to pray for interim reliefs, if so advised, in accordance with law.

With the above directions, AP-COM/95/2026 stands disposed of.

It is clarified that that the respondent no. 2 bank is not a party to the arbitration agreement.

(RAVI KRISHAN KAPUR, J.)

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