

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/129/2026

DAMODAR VALLEY CORPORATION
VS
DEBEANJANA HARD COKE PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE GAURANG KANTH
Date : 22nd June, 2026.

Appearance

Ms. Amrita Pandey, Adv.
Ms. Ayushi Mishra, Adv.
...for the petitioner

Mr. Nirmal Kumar Chowdhury, Adv.
Ms. Shreya Srivastava, Adv.
Mr. Ankit Chaturbedy, Adv.
...for the respondent

The Court:- Supplementary affidavit is taken on record.

The petitioner has preferred the present petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitral Tribunal to adjudicate the disputes between the parties arising out of the Power Supply Agreement dated 6th June, 2006.

Learned Counsel for the Petitioner submits that the parties entered into a Power Supply Agreement dated 6th June, 2006 for supply of electricity in bulk from the Parulia sub-station of the Petitioner to the project site of the Respondent situated at Village Hetadoba, Mouza Hetedoba, PO Ichapur, PS Faridpur-Loudhoa, Dist. Burdwan, West Bengal. It is submitted that pursuant to the tariffs determined by the West Bengal Electricity Regulatory Commission (WBERC), the Petitioner raised a differential tariff claim for the period from 2006 to 2013 by issuing a final bill dated 1st of January, 2021.

The said bill remains unpaid. It is further submitted that there were further outstanding bills qua their electricity consumption to the tune of Rs. 19,84,51,145/-. In view thereof, the Petitioner issued disconnection notice dated 3rd September, 2022 and subsequently the electric supply was disconnected. Due to the non payment of the outstanding dues, the Petitioner initiated proceedings as per Section 9 of the IBC Code, 2016 and the same is pending consideration before the NCLT Bench, Kolkata.

Learned Counsel submits that in view of the aforesaid outstanding dues, the Petitioner issued a notice dated 27th February, 2025 under Section 21 of the Arbitration and Conciliation Act, 1996 invoking Clause 24 of the Power Supply Agreement dated 6th June, 2006. The Petitioner nominated Mr. Surendra Kumar as its nominee arbitrator. Despite receipt of the said notice, the Respondent failed to nominate its nominee arbitrator.

In the aforesaid circumstances, the Petitioner has approached this Court seeking appointment of the arbitral Tribunal to adjudicate the disputes between the parties.

Learned Counsel for the petitioner states that the said power supply agreement contains an arbitration clause being Clause 24 wherein any dispute arising between the parties shall be referred to three Arbitrators, one to be appointed by each party thereto and the third Arbitrator is to be appointed by the Arbitrators appointed by each party as Presiding Arbitrator for adjudication of the disputes between the parties in accordance with the Arbitration and Conciliation Act, 1996.

Learned Counsel for the respondent does not dispute the arbitration clause contained in Clause 24 of the said agreement.

Learned Counsel for the parties have consented to the appointment of a sole Arbitrator to adjudicate the disputes between the parties. The parties

state that they shall be satisfied if an arbitral tribunal is constituted with a sole Arbitrator to adjudicate the disputes between the parties. Learned Counsel for the parties have suggested the name of Mr. Mainak Bose, learned Senior Advocate as the learned sole Arbitrator to adjudicate the disputes between the parties.

In view of the same and with the consent of the parties, Mr. Mainak Bose (Mob. 9830467707) is appointed as the learned sole Arbitrator to adjudicate the disputes between the parties.

The appointment of the learned sole arbitrator shall be subject to compliance under Section 12 (5) of the Arbitration and Conciliation Act, 1996. After the constitution of the arbitral tribunal, the learned Arbitrator shall fix the remuneration in terms of the Fourth Schedule of the said Act.

The order of this Court shall be communicated to the learned Arbitrator to take necessary steps.

All questions relating to arbitability of the dispute, admissibility of the claims, limitation and other issues shall remain open to be urged before the arbitral tribunal.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)