

OCD-11

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/217/2026

BRIGHT SECURITY SERVICES
VS
SOUTH BENGAL STATE TRANSPORT CORPORATION

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 10th June, 2026.

Appearance:

Mr. Arijit Bhowmick, Adv.
Ms. Debasree Mukherjee, Adv.
...for the petitioner

Mr. Ayan Banerjee, Adv.
Ms. Debasree Dhamali, Adv.
Ms. Riya Ghosh, Adv.
...for the respondent

The Court: The petitioner has preferred the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking constitution of an arbitral tribunal comprising a sole Arbitrator to adjudicate the disputes between the parties.

The petitioner is the sole proprietorship concern engaged in the business of supplying man power to the respondent. The parties initially entered into an agreement dated 23rd February, 2017 for supply of heavy vehicle drivers and conductors to the respondent Corporation for operating its route buses, pursuant to which a work order dated 13.09.2017 was issued. Thereafter, similar agreements were executed between the parties on

26.02.2018 and 05.02.2019. The said contractual agreements were extended from time to time. It is further stated that the rates payable under the contract was revised and enhanced vide letter dated 24.09.2019.

Learned Counsel for the petitioner submits that a sum of Rs.88,00,719/- remains outstanding and payable by the respondent towards the services rendered by the petitioner. Despite raising invoices and issuing repeated reminders, the respondent has failed and neglected to release the said amount due to the petitioner. Aggrieved by such non-payment of admitted dues, the petitioner invoked the arbitration clause being Clause 16 of the agreements dated 23.02.2017, 26.02.2018 and 05.02.2019 by issuing a notice dated 14.01.2025 under Section 21 of the Arbitration and Conciliation Act, 1996. Despite receipt of the said notice, the respondent neither liquidated the outstanding dues nor took any steps in accordance with the agreed procedure for appointment of Arbitrator. In these circumstances, the petitioner has preferred the present petition.

Learned Counsel for the respondent states that he has two-fold objections to the present petition. First, he states that the contracts entered into between the parties are separate contracts and that the work orders issued thereunder are separate work orders. Second, he states that the claims raised herein are barred by limitation.

Having heard learned Counsel for the parties and upon perusal of the materials on record, this Court is satisfied that *prima facie* there exists an agreement between the parties bearing Clause 16 in the said agreement as arbitration clause. It is also noted that all the three agreements dated 23.02.2017, 26.02.2018 and 05.02.2019 arise out of a single tender issued

by the Government of West Bengal vide G.O. no. 1502 WT/TR/O/7B-01/2014 dated 20.04.2017. All the agreements were executed in terms of the said tender and therefore, form part of the same contractual arrangement, which was extended from time to time in furtherance of the nature of the work being executed by the petitioner. This Court holds that a valid arbitration agreement exists between the parties by virtue of Clause 16 of the agreements dated 23.02.2017, 26.02.2018 and 05.02.2019. Further, vide communications dated 13.09.2018, 05.09.2019, 13.09.2021 and 28.12.2021, the said agreements were extended from time to time. There is a claim for outstanding dues of the petitioner and the rates payable under the contract were revised by the respondent, thereby giving rise to disputes between the parties.

In the proceedings under Section 11 of the Act, the scope of examination is confined to the existence of a valid arbitration agreement between the parties. Accordingly, this Court is satisfied that a valid arbitration agreement exists between the parties and that the present case is a fit case for reference to arbitration.

Counsel for both the parties have mutually consented to and suggested the name of Mr. Ayan Kumar Boral, Advocate as the sole Arbitrator to enter upon the reference in respect of the disputes between the parties.

Accordingly, this Court appoints Mr. Ayan Kumar Boral, Advocate (Mobile No. 9830547806) as the learned sole Arbitrator to adjudicate the disputes between the parties.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12 of the Arbitration and Conciliation Act, 1996.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

All issues regarding arbitrability of the disputes, maintainability, admissibility of the claim, limitation or any other issues are kept open to be urged before the learned sole Arbitrator.

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

(GAURANG KANTH, J.)