

ORDER

OCD - 5

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/246/2026
VISHWA SAMUDRA ENGINEERING PRIVATE LIMITED
VS
INDIAN CRAFT VILLAGE TRUST (ICVT) AND ORS.

BEFORE
HON'BLE JUSTICE GAURANG KANTH
Date: April 08, 2026.

Appearance:-
Mr. Kishore Datta, Ld. AG.
Ms. Sumita Shaw, Adv.
Mr. Nilavo Banerjee, Adv.
Mr. Soumen Chatterjee, Adv.
...for petitioner.

Mr. Anirban Ray, Sr. Adv.
Ms. Sananda Ganguli, Adv.
Mr. S. Roy, Adv.
Mr. Subham Saha, Adv.
...for respondents.

The Court:- The petitioner has preferred the present petition under Section 9 of the Arbitration and Conciliation Act, 1996, inter alia,

- (i) seeking an order of injunction restraining the respondent Nos.1 and 2 from invoking, encashing or in any manner acting upon the Mobilization Advance Bank Guarantee bearing No.0416825BG0B00791 dated 05.12.2015 for Rs.7,50,76,391/-;
- (ii) seeking an order restraining the respondent No.1 from giving effect to the Termination Notice dated 02.04.2026 (Memo No. ICVT/Kolkata/2026/0024) and from taking any consequential steps pursuant thereto;

- (iii) seeking direction upon the respondents to remit the sum of Rs.3,81,74,436/- allegedly encashed under Performance Bank Guarantee No.0416825BG0B00790 dated 05.12.2025 and deposit the same either with the petitioner or with the Registry of this Court in an interest bearing fixed deposit during the pendency of the arbitration proceedings.

Learned counsel appearing on behalf of the respondents, at the outset, submits that the Performance Bank Guarantee has already been invoked and encashed. He further states that he will encash Mobilization Bank Guarantee only in terms of the contract.

In view of the aforesaid statement, learned senior counsel for the petitioner submits that the petitioner has already invoked the arbitration clause in terms of the agreement.

Learned counsel for the respondents has no objection to the dispute being referred to arbitration.

In view of the consensus arrived at between the parties, this Court with their consent, appoint Justice Sudhanshu Dhulia, Retired Judge of the Supreme Court, as a sole arbitrator to adjudicate the disputes between the parties. All questions including those related to arbitrability, maintainability, claims, limitations and merits of the disputes are left open to the learned arbitrator to be decided in the arbitration proceedings. The appointment of the learned arbitrator is strictly in consonance with Section 12 of the Arbitration and Conciliation Act, 1996.

In view of the constitution of the arbitral tribunal, the present application under Section 9 is directed to be placed before the learned arbitrator who shall treat the same as an application under Section 17 of the Arbitration and Conciliation Act, 1996 and consider the same in accordance with law.

With the aforesaid direction, the present petition is disposed of. Nothing in terms of the order shall influence the learned arbitrator to decide the disputes between the parties.

(GAURANG KANTH, J.)

R. D. Barua