

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/272/2026

AAKSHYA INFRA PROJECTS PRIVATE LIMITED

VS

EASTERN SCAFFOLDINGS AND ENGINEERING PRIVATE LIMITED

BEFORE

HON'BLE JUSTICE GAURANG KANTH

Date: April 27, 2026.

Appearance:-

Mr. Abhirup Chakraborty, Adv.

Mr. Tuhin Ganguly, Adv.

...for petitioner.

The Court:- Affidavit of service is taken on record.

Despite service, none appears on behalf of the respondent.

The petitioner has preferred the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties.

Learned counsel for the petitioner submits that the petitioner being engaged in the business of Real Estate and Construction Infrastructure Development had placed a work order dated 24th May, 2023 upon the respondent for supply of Grider Shuttering materials to the extent of 28,000 Kilograms. It is submitted that pursuant thereto, the respondent supplied materials to the extent of 12,540 Kilograms and raised an invoice for a sum of Rs.11,24,587/- which amount was duly paid by the petitioner. However, according to the petitioner, the material supplied were not in conformity with the specifications agreed upon between the parties.

Learned counsel for the petitioner submits that despite repeated requests, the respondent failed to inspect the materials or address the deficiencies. Owing to the alleged defects, the petitioner refused to accept the balance quantity of materials. It is the case of the petitioner that thereafter the respondent raised a demand notice dated 24.04.2024 for a sum of Rs.13,86,453/- towards the alleged cost of the materials which were not accepted by the petitioner. On the other hand, the petitioner claims to have suffered losses on account of defective supply and raised a demand of Rs.14,24,587/- upon the respondent vide communication dated 06.09.2025. In view of the dispute having arisen between the parties, the petitioner invoked the arbitration clause contained in Clause 8 of the work order by issuing notice dated 19.02.2026. Despite receipt of the said notice, no reply was furnished by the respondent.

This Court has heard the submissions advanced by the counsel for the petitioner and perused the materials placed on record. A prima facie examination of the work order indicates the existence of an arbitration clause governing the disputes between the parties. The disputes raised pertain to alleged defective supply of materials, non-acceptance of the balance goods and competing monetary claims all of which are contractual in nature. The invocation of arbitration by the petitioner vide notice dated 19.02.2026 has remained unacted upon. There is nothing on record to indicate that an Arbitrator has been appointed in terms of the arbitration agreement. At this stage of consideration under Section 11, the scope of enquiry is limited to

examining the existence of an arbitration agreement and whether the disputes are prima facie arbitrable.

This Court is satisfied that the arbitration agreement exists between the parties and that the disputes sought to be raised fall within its ambit. Accordingly, this Court is of the considered view that the present matter is a fit case for reference to arbitration.

Accordingly, this Court appoints Mr. Rohit Banerjee, Advocate (Mob No:- 9163891670) as the 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.

All questions relating to arbitrability of the dispute, admissibility of the claims, limitation and other issues are kept open to the urged before the learned sole Arbitrator.

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

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

(GAURANG KANTH, J.)