

OCD 1

ORDER SHEET  
AP-COM/589/2025  
IN THE HIGH COURT AT CALCUTTA  
COMMERCIAL DIVISION  
ORIGINAL SIDE

AHOEM CONSULTANTS PRIVATE LIMITED  
VS  
EASTERN COALFIELDS LIMITED

BEFORE:  
The Hon'ble JUSTICE SHAMPA SARKAR  
Date: 20<sup>th</sup> January, 2026.

*Appearance:*  
*Mr. Rajarshi Dutta, Adv.*  
*Mr. Ramendu Agarwal, Adv.*  
*. . .for the petitioner.*

*Mr. Debnath Ghosh, Sr. Adv.*  
*Mr. Syed Nurul Arefin, Adv.*  
*. . .for the respondent.*

The Court:

1. This is an application under Section 11 of the Arbitration and Conciliation Act, 1996.
2. The petitioner prays for appointment of an Arbitrator to adjudicate the disputes and differences which arose between the parties. Such prayer is made on the strength of Clause 13A of the General Terms and Conditions which contained the Arbitration Clause and which formed a part of the e-tender notice dated 25<sup>th</sup> February, 2021. The said clause read with Clause 25 of the work order dated August 4, 2021 provides a

mechanism for resolution of disputes between the parties thorough arbitration. Clause 13A of the General Conditions also provides that if the in-house mechanism fails, either the employer or the contractor shall give a notice to the other party to refer the disputes to arbitration.

3. The petitioner alleges that several issues at the site had cropped up at the pre-commissioning stage as well as during trial operations. Letters were issued by the petitioner to the respondent and complaints were made with regard to short supply of water, irregular supply of electricity etc. The POB plant was ultimately installed in August, 2022 and was made operational. The respondent started taking the materials for stowing purpose with effect from September 24, 2022.
4. Changes were to be made to the bunkers and the costs were allegedly incurred by the petitioner. The petitioner raised bills and the respondent made certain deductions from the bills. Thereafter, the respondent also curtailed the supply by reducing the number of collieries and by availing of river bed sand from third parties.
5. Disputes and differences cropped up on various issues including deduction from the RA Bill. A letter was issued by the respondent for recovery of a sum of Rs.3,32,80,000/- from the petitioner on account of excess payment made against the said RA Bill.
6. On the apprehension that the respondent may take steps to terminate or suspend or cancel the contract, an application under Section 9 of the Arbitration and Conciliation Act, 1996 was filed before the learned Commercial Court at Asansol.

7. The application for injunction was disposed of upon passing a mandatory order. An appeal therefrom was filed by the respondent which is pending.
8. In the meantime, by a letter dated June 4, 2025 a notice invoking arbitration was issued and a name of a learned retired Judge as a sole Arbitrator was proposed. The respondent did not agree to the proposal and pointed that there was an in-house mechanism prior to invocation of the arbitration which had not been followed.
9. Thus, this application was filed. From the series of letters which were issued by the petitioner, thereby requesting the respondent to make the payments, it is clear that the parties cannot resolve the dispute. Nevertheless, this Court had adjourned the matter to enable the parties to explore the possibility of settlement. It is submitted by both the parties that despite best efforts, the parties could not resolve the dispute through the in-house mechanism.
10. Under such circumstances, this Court allows the application by appointing a sole Arbitrator to adjudicate the disputes between the parties.
11. Hon'ble Justice Sanjib Banerjee, former Chief Justice of Madras and Meghalaya High Court, is appointed as the learned Arbitrator, to arbitrate upon the disputes between the parties. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

12. The learned Arbitrator shall fix his remuneration as per the Schedule of the Act.
13. All objections with regard to jurisdiction, arbitrability, admissibility and limitation etc, are left open.
14. The application is, accordingly, disposed of.

(SHAMPA SARKAR, J.)