

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/2/2026
[Old No. AP/208/2025]

M/S. PREM VIKASH
VS
ADHUNIK POWER AND NATURAL RESOURCES
LIMITED AND ORS.

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

Appearance

Ms. Amrita Vijai, Adv.(VC)
Mr. Shyamal Chakraborty, Adv.
Ms. Manju Jaiswal, Adv.
Ms. Anjana Das, Adv.
Mr. Achintya Kr. Mukherjee, Adv.
...for the petitioner

Mr. Krishnaraj Thakkar, Sr. Adv.
Mr. Soorjya Ganguli, Adv.
Ms. Pooja Chakrabarti, Adv.
Mr. Aritra Deb, Adv.
...for the respondents

The Court:- The affidavit-in-reply to the affidavit-in-opposition filed by the petitioner is hereby taken on record.

The petitioner has preferred the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties arising out of the work order dated 15.10.2017.

Learned Counsel for the petitioner submits that the aforesaid work order was executed for "Handling & Transportation of Coal" from the Amarpali OCP Mine of CCL to the Railway Siding, and for the loading of coal in rakes at the Railway Siding, in favour of M/s Adhunik Power & Natural

Resources Limited for the BIRP Siding located at Padampur, Saraikela-Kharsawan, in the State of Jharkhand, awarded to M/s Prem Vikash.

Learned Counsel for the petitioner further submits that the said work order contains an arbitration clause, namely Clause 15, which stipulates that any dispute arising out of or in connection with the said work order shall be referred to a sole Arbitrator. The said arbitration clause further provides that the arbitration proceedings shall be conducted at Kolkata.

Learned Counsel for the petitioner additionally submits that the other work orders forming part of the present petition do not contain any arbitration clause. Accordingly, Ms. Amrita Vijai, learned Counsel for the petitioner, does not press the present petition in respect of the said other work orders and confines her prayer solely to the appointment of an Arbitrator in respect of the work order dated 15.10.2017.

Learned Counsel for the respondent does not dispute either the execution of the work order dated 15.10.2017 or the arbitration clause contained therein.

In view of the foregoing, upon due consideration of the materials placed on record and the submissions advanced by the learned Counsel for the respective parties, this Court is of the prima facie view that disputes have arisen between the parties in terms of the work order dated 15.10.2017.

Since the said work order contains an arbitration clause in the form of Clause 15, this Court is prima facie satisfied that the present case is a fit one for the appointment of an Arbitrator.

Accordingly, this Court appoints Mr. Justice Pranab Kumar Chattopadhyay (Retd.) as the learned sole Arbitrator to adjudicate the disputes between the parties.

The learned Arbitrator shall enter reference in compliance with Section 12(5) of the Arbitration and Conciliation Act, 1996. 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 are kept open to be urged before the learned sole Arbitrator.

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

(GAURANG KANTH, J.)

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