OCD- 12

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/742/2026
M/S. BHUWNESHWAR PATHAK CONSTRUCTION
PVT. LTD. AND ASHIRBAD REAL ESTATE AND TRANSPORT PVT. LTD.(JV)
VS
EASTERN COALFIELDS LIMITED (A SUBSIDIARY OF COAL INDIA LIMITED)

BEFORE:
The Hon'ble JUSTICE GAURANG KANTH
Date : 12th October, 2026.

Appearance:-
Mr. Debajyoti Basu, Sr. Adv.
Mr. Aditya Chakraborty, Adv.
Mr. Anirban Ghosh, Adv.
...for petitioner.

Mr. Biswaroop Mukherjee, Adv.
Mr. Aniruddha Saha Roy, Adv.
Mr. Pradipta Bose, Adv.
Mr. N. Banerjee, Adv.
Mr. Arghodip Das, Adv.
...for respondent.

The Court: - Learned counsel for the petitioner preferred the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a sole Arbitrator in relation to the disputes arising out of the contract for "Hiring of HEMM for Extraction & Transportation of 16.70 L.Te of Coal, Removal & Transportation of 106.80 L.Cum of OB and Re-handling of 37.30 L. Cum OB at Nimcha (Amkola Extn.) OC Patch in Satgram Area" dated 23rdJuly, 2020.

Under the said agreement, the petitioner was entrusted with the work of hiring of HEMM for Extraction & Transportation of coal, removal and transportation of overburden and re-handling at Nimcha (Amkola Extn) OC Patch in Satgram Area of the respondent. Dispute thereafter arose between the parties regarding alleged hindrances in execution of the work,

deployment of machinery, payment of escalation and over burden, performance security, termination of the contract, blacklisting and invocation of bank guarantee. The Clause 13 of the GCC contains the dispute resolution mechanism. The clause contemplates initial written request to the Engineer-in-charge followed by settlement at the level of area CGM, GM and thereafter before a committee constituted by the respondent. In respect of the parties other than Government Agencies, the clause provided that redressal of dispute may be sought through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended.

The petitioner thereafter invoked the arbitration proceedings by issuing a notice under Section 21 of the Act dated 6thJuly, 2026. The respondent, also vide letter dated 15.07.2026 issued a Section 21 notice invoking arbitration proceedings in terms of Clause 39 of the Work Order dated 21.07.2020.

At this stage, the parties have agreed to the appointment of a sole Arbitrator. The clauses mentioned in the GCC and Clause 39 of the Work Order are similar and the parties do not disputes the same.

In view of the consent of the parties, this Court appoints Justice I.P Mukerji (Retired) as a sole Arbitrator to adjudicate the disputes between the parties in relation to the disputes arising out of the contract dated 23rd July, 2020.

The learned Sole Arbitrator shall enter upon the reference after making the disclosure in terms of Section 12(1) of the Act and subject to the provisions of Section 12(5) thereof.

The learned Sole Arbitrator shall fix his remuneration in terms of the Fourth Schedule of the Act or as may be agreed between the parties.

The petitioner shall communicate this order to the learned Arbitrator for taking necessary steps within one week.

It is clarified that all questions relating to the arbitrability of the disputes, maintainability, the admissibility of the claims, limitation, jurisdiction, and all other issues are left open to be urged before the learned arbitrator, who shall decide the same in accordance with law.

With the aforesaid directions, both petitions are disposed of.

(GAURANG KANTH, J.)

R. D. Barua