

Modi Projects Limited Vs. Union of India

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Court : Kolkata

Decided On : Jun-02-2014

Judge : Sanjib Banerjee

Appellant : Modi Projects Limited

Respondent : Union of India

Judgement :

ORDER

SHEET A.P.931 of 2012 IN THE HIGH COURT AT CALCUTTA Ordinary Original Civil Jurisdiction ORIGINAL SIDE MODI PROJECTS LIMITED Versus UNION OF INDIA BEFORE: The Hon'ble JUSTICE SANJIB BANERJEE Date : 2nd June, 2014.

Appearance : Ms Kum Kum Das (Dutt).Adv. for the petitioner Mr.Swapan Banerjee, Adv. for the respondent The Court : There is no dispute between the parties as to the existence of the arbitration agreement.

There is also no dispute that the petitioner duly wrote to the appointing authority under the general conditions governing railway contracts for the constitution of the arbitral tribunal to adjudicate upon disputes between the parties under the relevant agreement.

the Initially, the number of the contract was erroneously indicated in the cause title.

After an affidavit was filed by the railways, the petitioner made a prayer for correcting the cause title so that it reflected the appropriate number of the contract executed by the parties.

Such prayer was allowed and the railways were permitted a further opportunity to file an affidavit dealing with the appropriate contract.

The subsequent affidavit filed by the railways indicates that the relevant file had moved from one railway table to another without the actual constitution of the arbitral tribunal in accordance with the relevant clause of the general conditions governing railway contracts.

Since the arbitration agreement is admitted and it is evident that the appointing authority has failed to constitute the tribunal within a reasonable time to the petitioners demand therefor, the appointing authority can no longer constitute the tribunal.

Mr.A.L.

Singha, Dy.

CE/TS is appointed arbitrator to adjudicate upon the disputes between the parties covered by the arbitration agreement.

The arbitrator will be entitled to the usual railways fees but the arbitrator will conclude the reference notwithstanding his transfer, promotion or retirement.

The arbitrator should endeavour to conclude the reference within six months from the pleadings being completed.

The petitioner has agreed to file the statement of claim within a period of four weeks from date.A.P.

931 of 2012 is allowed as above without any order as to costs.

Urgent certified photocopies of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(SANJIB BANERJEE, J.) SBI

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