
(2018) 05 CAL CK 0072
In the Calcutta High Court
Case No : A.P. No. 172 of 2018

Uttarakhand Purv Sainik Kalyan Nigam Limited APPELLANT
Vs
Eastern Coalfields Limited RESPONDENT

Date of Decision : 07-05-2018

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 14, 15

Citation : (2018) 05 CAL CK 0072

Hon'ble Judges : ASHIS KUMAR CHAKRABORTY, J

Bench : Single Bench

Advocate : Pramit Bag, Anuj Kumar Mishra, Anubhav Sinha, Sanchita Burman Roy

Final Decision : Disposed Of

Judgement

The Court :Â In this application under Sections 14 and 15 of the Arbitration and Conciliation Act, 1996, as amended by the Act 3 of 2016 (in short

`the Act of 1996â??), the petitioner has prayed for an order declaring termination of the mandate of the sole Arbitrator appointed for adjudication of the disputes between the parties.

As per the arbitral agreement between the parties, the arbitrator was appointed by the respondent and the petitioner also accepted such appointment of the arbitrator.

It now transpires that the arbitrator fixed the last sitting of the arbitral tribunal on March 15, 2017, when the petitioner sought for an adjournment. The petitioner, however, received no intimation from the arbitrator whether, its prayer for adjournment of the arbitral sitting was allowed or not.

Be that as it may, after March 15, 2017 till this date, the arbitrator has not fixed any date of the arbitral sittings. On this ground alone the petitioner has

urged that the mandate of the arbitrator stands terminated and a new arbitrator be appointed to adjudicate the disputes between the parties.

Even Mr. Sinha, appearing for the respondent, did not dispute the fact that after March 15, 2017, the arbitrator has not fixed any date of arbitral

sittings and, as such, he submitted that in the facts of the present case the prayer of the petitioner may be allowed.

In view of the above submissions made on behalf of the parties, when the arbitrator has not held any sitting of the arbitral proceeding for the last 14

months, I find this to be a fit case where the mandate of the arbitrator, Sri Bipin Mukhopadhyay should be terminated. Accordingly, the mandate of the

arbitrator Sri Bipin Mukhopadhyay stands terminated.

Â The respondent is directed to forthwith appoint a new arbitrator in terms of the arbitral agreement between the parties. With the above directions,

A.P. No.172 of 2018 stands disposed of.

There shall, however, be no order as to costs. Urgent certified website copy of this order, if applied for, be made available to the parties, subject to

compliance with all requisite formalities.