

**Misc. Arbitration (Commercial) : 15/2025**

**CNR No:WBBD17-000052-2025**

**JO Code :- WB00718.**

**Later**

**20-09-2025**

The case record is put up before me on the prayer of the petitioner.

The petitioner seeks leave to move the application seeking ad-interim order in terms of prayer (a) of the application having regard to the urgency involved in the instant matter.

Perused the materials on record.

This is an application under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter short referred to as A & C Act, 1996).

Marginal note of the office given by Supriya Chatterjee shows that there is no caveat.

The alleged cause of action falls within the jurisdiction of this Court.

Having regard to the pecuniary value of the subject matter, this Court has jurisdiction to hear the instant application.

Ld. Senior Counsel of the petitioner is permitted to move the application for ad-interim order. The supplementary affidavit filed by the petitioner is taken on record.

Heard the Ld. Senior Counsel of the petitioner.

Perused the application which is supported by an affidavit and the documents enclosed with the application.

This is an application under Section 9 of the Arbitration and Conciliation Act, 1996. It has been alleged by the petitioner that the petitioner was engaged in business of contractor conducting civil, electrical and allied works with a good reputation. The OP No.1, represented by its manager OP No.2, is a company building with major supplier of Caterpillar Construction mining and power solutions. On 09.06.2023 OP No.1 issued a letter of award in favour of the petitioner for the purpose of construction of civil, electrical, sanitary and plumbing and other works of Sarpi Guest House building works related to the construction of a guest house of Sarpi project for an estimated value of Rs.11,95,07,225/-.

It has been contended by the petitioner that they completed 98% of work and only a small part remains to be completed but the opposite parties did not pay Rs.1,04,84,447.20 to which the petitioners are duly entitled. It was also contended that opposite parties are trying to take possession of the project side and to allow ingress of another contractor for interior works and AC fittings without issuing a completion certificate in favour of the petitioner. It was contended by Ld. Advocate for the petitioner that in the letter of award there is

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specific mention in clause 7 and 8 under subhead “special instruction” that the petitioner would be liable to keep the project side in a perfect state and liable for any accident taking place during the execution of work and in the event of another contractor being engaged and there being any untoward incident, petitioner will be liable even if there is no fault on his part. It has been further submitted that in order to avoid such a situation it is necessary to restrain the opposite parties from engaging any new contractor.

Considered the submission.

It is admitted that the project cost was about 12 crore and petitioner had completed major part of the work and he also received payment accordingly and only a small part of the work remains to be completed and a fraction of the project cost remains to be paid. The urgency pointed out by Ld. Advocate for the petitioner, does not appear to me to be of so compelling in nature so as to call for an order of ad interim injunction.

Accordingly, the prayer for ad interim injunction is rejected.

Issue notice upon the opposite parties.

To date for appearance and hearing of the prayer of injunction.

Petitioner is directed to serve copy of the Section 9 application, the supplementary affidavit along with all documents to the respondents and file affidavit of service on the next date.

The petitioner is also directed to take steps for appointment of Arbitrator by the next date.

**D/C by me.**

**Judge, Commercial Court  
At Asansol (in-charge)**

**Judge, Commercial Court  
At Asansol (in-charge)**