

GAHC010031682026



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THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : I.A.(Civil)/473/2026

M/S MEGHALAYA CEMENT LIMITED
A PRIVATE LIMITED COMPANY UNDER THE COMPANIES ACT
2013 HAVING ITS REGISTERED OFFICE VILL.- THANGSKAI
P.O. AND P.S.- LUMSHNONG
DISTRICT- EAST JAIINTIA HILLS
REPRESENTED BY ITS DULY AUTHORIZED REPRESENTATIVE
SHRI ABHIJIT SAIKIA

VERSUS

NHPC LIMITED
HAVING ITS REGISTERED OFFICE AT COMPLEX SECTOR- 33
FARIDABAD- 121003
HARYANA

Advocate for : MR D SENAPATI
Advocate for : appearing for NHPC LIMITED

In

Arb. A. Case No. 4/2026

BEFORE
HONOURABLE MR. JUSTICE MRIDUL KUMAR KALITA

ORDER

18.02.2026

[1] Heard Mr. D. Senapati, the learned counsel for the applicant.

[2] This interlocutory application has been preferred by the applicant, under Section 151 of the Code of Civil Procedure, 1908 in connection with the Arbitration Appeal No. 04/2026.

[3] By filing this interlocutory application, the applicant has prayed for stay of the proceedings of Title Suit No. 11/2022 pending before the court of the learned Civil Judge (Senior Division), Dhemaji.

[4] The learned counsel for the applicant has submitted that the present applicant is a Private Limited Company and had participated in a bit on the basis of NIT issued by the respondent for supply of the cement.

[5] The respondent, i.e. National Hydroelectric Power Corporation (NHPC) had floated the aforesaid tender for procuring cement to be used in the construction activities of Subansiri Lower H.E. Project.

[6] After participating in the tender process, the applicant was given supply orders by the respondent for supply of cement and accordingly, the applicant made the supply and payments were made by the respondent. However, the respondent thereafter, instituted a suit before the court of the learned Civil Judge (Senior Division), Dhemaji for recovery of an amount of Rs. 1,90,19,669/- (Rupees One Crore Ninety Lakhs Nineteen Thousand Six Hundred and Sixty Nine Only). On the ground that since the plaintiff has

availed excise duty exemption and the said excise duty has been paid by the respondent, they are entitled to recover the aforesaid amount. The aforesaid suit was registered as Title Suit No. 11/2022.

[7] The learned counsel for the applicant submits that since in the general condition of contract as well as in the supply order, there was an arbitration clause for referring any dispute between the parties to an arbitrator. The applicant before filing its written statement preferred an application under Section 8 of the Arbitration & Conciliation Act, 1996 for referring the dispute to the arbitrator.

[8] The learned counsel for the applicant has submitted that the present conditions of contract for supply contained in clause 53.3 and arbitration clause wherein, there is a clear stipulation of referring any dispute between the contractor and the purchaser in respect of any decision which has not been made to final out conclusive in connection with the contract to the arbitration in a manner provided in the said GCC document.

[9] He further submits that the supply order issued to the present applicant by the respondent also contained in clause-12 thereof an arbitration clause. However, when the applicant had filed the application under Section 8 before the trial court, he submits that the trial court erred in interpreting the arbitration clause and rejected the prayer by holding that the parties have not entered into separate arbitration agreement which according to him was wrong on the part of the trial court.

[10] He submits that the said order of the trial court whereby the application under Section 8 of the Arbitration & Conciliation Act, 1996 filed by the present applicant has been challenged in the connected appeal (Arbitration Appeal No. 04/2026.

[11] He submits that said appeal has already been admitted and notice is also issued to the respondent. He further submits that if the further proceeding of the Title Suit No. 11/2022 is not stayed, and if the applicant participates in the proceeding, it may amount to the waiver of the contention raised by the applicant for referring the matter to arbitration as well as if ultimately, the appeal is allowed and in the meanwhile, if the applicant is asked to participate in the aforesaid suit, he may also face prejudice during the arbitration proceeding in the event of allowing of the appeal.

[12] He also submits that since the Title Suit No. 11/2022 has been fixed for final hearing by the trial court, the further proceeding is not stayed, the connected appeal filed by the present applicant may become infructuous even in the event of ultimately getting a favourable order in the connected appeal by this court.

[13] Issue notice to the respondent.

[14] The applicant shall take steps for issuance of notice upon the respondent by speed post as well as by usual mode within 7(seven) days from the date of this order, returnable on 30th March, 2026. However, in the meanwhile, considering the submissions made by the learned counsel for the applicant as discussed in the foregoing

paragraphs, further proceedings of Title Suit No. 11/2022, pending before the learned Civil Judge (Senior Division), Dhemaji shall remain stayed till next returnable date.

[15] List accordingly.

JUDGE

Comparing Assistant