



Serial No. 03
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 115 of 2025

Date of Decision: 25.02.2026

1. RNB Carbides and Ferro Alloys Pvt. Ltd.,
A company incorporated under the provisions of the
Companies Act, 1956 having its Regd Office at Umiam
Industrial Area, District-Ri-Bhoi Umiam-793103

2. Miss Manju Maya Gurung,
D/o Late K.B. Gurung,
Office Executive/Authorised Signatory
R/o Hiralal Building near Kalika Mandir,
Upper Mawprem, Shillong-793002, Meghalaya ... **Petitioner(s)**

Versus

1. Union of India,
Ministry of Steel and Heavy Industries represented by
The Secretary, Govt. of India,
SAIL Division, New Delhi.

2. Steel Authority of India Limited,
A Government of India Enterprise
Rourkela Steel Plant,
Rourkela-769011, Odisha

3. The General Manager I/C
Material Management
SAIL, Rourkela Steel Plant,
Rourkela-769911, Odisha

4. The Deputy General Manager (DGM)
(Purchase) SAIL, Rourkela Steel Plant,
Rourkela-769911, Odisha.



5. Steel Authority of India Limited,
A Government of India Enterprise
BHILAI STEEL PLANT
Purchase Department, 3rd Floor Ispat,
Bhavan Bhilai-490001,
District: Durg, Chhattisgarh.
6. The General Manager I/C
Material Management
SAIL, Bhilai Steel Plant, Room No. 352,
3rd Floor Ispat, Bhavan Bhilai-490001,
District: Durg, Chhattisgarh.
7. The Deputy General Manager (DGM)
(Purchase) Sail, Bhilai Steel Plant,
Room No. 342, 3rd Floor Ispat, Bhavan Bhilai-490001,
District: Durg, Chhattisgarh.
8. Steel Authority of India Limited,
A Government of India Enterprise,
Durgapur Steel Plant, G.T. Road,
Durgapur-03, West Bengal.
9. The General Manager I/C
Material Management
SIAL, Durgapur Steel Plant, G.T. Road,
Durgapur-03, West Bengal.
10. The Deputy General Manager (DGM)
(Purchase) Sail, Durgapur Steel Plant,
G.T. Road, Durgapur-03, West Bengal.
11. Steel Authority of India Limited,
A Government of India Enterprise
Bokaro Steel Plant, Bokaro District Center,
DC Office, Camp-2, Bokaro Steel City-827001, Jharkhand
12. The General Manager I/C
Material Management
SAIL, Bokaro Steel Plant, Bokaro District Center,
DC Office, Camp-2, Bokaro Steel City-827001, Jharkhand



13. The Deputy General Manager (DGM)
(Purchase) Sail, Bokaro Steel Plant, Bokaro District Center,
DC Office, Camp-2, Bokaro Steel City-827001, Jharkhand.
14. Steel Authority of India Limited,
A Government of India Enterprise
IISCO Steel Plant, Burnpur -713325,
District: Paschim Bardhaman, West Bengal.
15. The General Manager I/C
Material Management
SAIL, IISCO Steel Plant, Burnpur -713325,
District: Paschim Bardhaman, West Bengal.
16. The Deputy General Manager (DGM)
(Purchase) Sail, IISCO Steel Plant, Burnpur -713325,
District: Paschim Bardhaman, West Bengal.
17. Steel Authority of India Limited,
A Government of India Enterprise
Salem Steel Plant, Salem-636013 (Tamil Nadu)
18. The General Manager I/C
Material Management
SAIL, Salem Steel Plant, Salem-636013 (Tamil Nadu)
19. The Deputy General Manager (DGM)
(Purchase) Sail, Salem Steel Plant
Salem-636013 (Tamil Nadu) **... Respondent(s)**

Coram:

Hon'ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

For the Petitioner(s)	:	Mr. S. Thapa, Adv. with Ms. K. Decruse, Adv.
For the Respondent(s)	:	Dr. N. Mozika, DSGI with Ms. C. Jala, Adv.



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| i) | Whether approved for reporting in Law journals etc: | Yes/No |
| ii) | Whether approved for publication in press: | Yes/No |
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JUDGMENT AND ORDER

1. This writ petition has been filed assailing an impugned communication dated 28.03.2025, whereby the respondents have directed the petitioner company to supply all pending quantity of Ferro Silicon to all SAIL Units within 15(fifteen) days, failing which action as per the terms of the Contract and initiation of Risk Purchase from an alternative agency would be initiated against the petitioner company inspite of Force Majeure clause being invoked by the petitioner, and the same accepted for consideration by the respondents, besides there also being the presence of an arbitration clause in the agreement.

2. In the course of the proceedings, however the parties have agreed to abide by clause 6 of the RFQ, which provides for standard instructions and general terms and conditions which stipulates and provide for Force Majeure clause and Arbitration for any disputes or differences arising of the undertaking/agreement. Further, the parties also have agreed on the name of a sole arbitrator to adjudicate the matter from the list of retired Chief Justices and Judges of the High Court of Orissa.



3. In the circumstances, this application is finally disposed of by referring the disputes and differences to the sole arbitrator; and hereby orders as follows: -

- i) Hon'ble Mr. Justice Mohammad Rafiq, retired Chief Justice, is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above.
- ii) A copy of this order will be communicated to the learned Sole Arbitrator by the petitioner within a period of 2(two) weeks, from the date of this order, along with contact details and other particulars of the parties to the Arbitral Tribunal alongwith a copy of this order.
- iii) The learned Sole Arbitrator is requested to forward the Statutory Statement of Disclosure under Section 11(a) read with Section 12(1) of the A&C Act, 1996 to the advocates for the applicant, so as to enable them to file the same in the Registry of this Court, which shall retain the same in the file of this application, and a copy be furnished by the advocate for the applicant to the respondents.
- iv) The parties shall appear before the learned Sole Arbitrator on such date and at such place as indicated, to obtain appropriate directions with regard to conduct of the arbitration, including



fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearing etc.

- v) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

4. As ordered above, the instant application accordingly stands disposed of.

JUDGE

Meghalaya
25.02.2026
"V. Lyndem-PS"