

ORDER SHEET

IA No. GA 1 of 2020 (Old No. GA/1185/2020)

In
AP 238 of 2020

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

MR. VINEET DHINGRA AND ORS.

Versus

CENTRAL BOARD OF TRUSTEES, EMPLOYEES PROVIDENT ORGANISATION

BEFORE:

The Hon'ble JUSTICE ASHIS KUMAR CHAKRABORTY

Date : 29th September, 2020.

[Via video conference]

*Appearance:
Mr. Satyendra Agarwal, Adv..
... for the respondent*

The Court : This is an application under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (in short “The Act of 1996”).

It is the case of the petitioners that in terms of the registered deed of lease dated February 15, 2010, they inducted the sole respondent as a lessee in respect of the portion of the 7th floor and 8th floor of premises no.44, Park Street, Kolkata-700016 (hereinafter referred to as “the tenanted property”). Clause 13 of the said deed of lease contemplates that all disputes arising between the parties thereto relating to the tenanted property shall be decided by the sole arbitrator to be appointed by the respondent. The petitioners claim

that although the respondent is paying the monthly lease rent but the respondent has failed to pay the maintenance charges, service charges and electricity charges in respect of the tenanted property. By a letter dated December 24, 2019, the petitioner invoked the arbitration clause and requested the respondent to appoint a sole arbitrator. The receipt of the said letter dated December 24, 2019 by the respondent is not in dispute, but the respondent failed to appoint an arbitrator as contemplated in clause 13 of the said deed of lease.

A copy of the application has been served upon the respondent. Mr. Satyendra Agarwal, learned advocate appearing for the respondent submits that the respondent is not liable to pay maintenance or service charges as claimed by the petitioner. It is further submitted that the respondent has also paid the amount of electricity charges which it is liable to pay to the petitioner. Therefore, according to the respondent, the present application filed by the petitioner is not maintainable.

I have considered the materials on record and the argument advanced by the learned counsel appearing for the respective party. Considering the facts of the case that by the letter dated December 24, 2019 the petitioner requested the respondent to appoint the arbitrator in terms of clause 13 of the said deed of lease dated February 15, 2010 but the respondent refused to comply with such request of the petitioner. Thus, I am satisfied that the petitioner has substantiated the ground under sub-section (6) of Section 11 of the Act of 1996.

Accordingly, Mr. Pradip Kumar Ghosh, Senior Advocate of Bar Library Club is appointed as the sole Arbitrator to adjudicate the disputes between the parties relating to the claim of the petitioner against the respondent for payment of maintenance charges, service charges, electricity charges as well as goods and services taxes in respect the tenanted premises.

The Arbitrator is free to fix his remuneration and to engage the secretarial staff. The fees of the Arbitrator and the remuneration of the secretarial staff shall be borne by the parties in equal share.

The Arbitrator is requested to complete the arbitral proceeding within six months after completion of the pleadings of the respective parties.

With the above directions, IA No. GA 1/2020 (Old No. GA/1185/2020) and AP No. 238 of 2020 are disposed of.

(ASHIS KUMAR CHAKRABORTY, J.)