

AP/101/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

M/S. GOKARAN REAL ESTATE PRIVATE LIMITED
VS
M/S. MILLENIUM INDIA CONSTRUCTION AND ORS.

Before:
The Hon'ble Justice DEBANGSU BASAK
Date: 26th March, 2021

Appearance:
Mr. Suddhasatua Banerjee, Adv.
Mr. Gopal Pahari, Adv.
Ms. Mandeep Kaur, Adv.

The Court: Supplementary affidavit filed in Court be taken on record.

The petitioner seeks appointment of an Arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996.

The petitioner along with the respondent nos. 1 to 4 and Mr. Amritrajit Chakraborty entered into the registered agreement for sale dated March 2, 2017. Mr. Amritrajit Chakraborty is survived by the respondent no. 5.

Disputes and differences arose between the parties. By the writing dated September 16, 2020 the petitioner invoked the arbitration clause. The respondent no. 1 responded thereto by stating that the name of the Arbitrator shall be informed to the petitioner. However, the parties failed to appoint an Arbitrator.

In such circumstances, Mr. Ajoy Krishna Chatterjee, Senior Advocate Bar Library Club is appointed as an Arbitrator in terms of the arbitration agreement contained in the registered agreement for sale dated March 2, 2017.

The learned Arbitrator is at liberty to fix his remuneration to be shared by the parties equally that is to say that the petitioner will pay one part while the respondents will pay the other part. The parties will share the costs and expenses of the arbitration in the same proportion.

The parties is at liberty to inform the learned Arbitrator of this order.

AP 101 of 2021 is disposed of accordingly.

(DEBANGSU BASAK, J.)