

ODC-9

AP/341/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

MITTAL TECHNOPACK PVT LTD
VS
IDEAL REAL ESTATES PT LTD

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 6th December, 2021.

Appearance:
Mr. Suman Kr. Dutt, Sr. Adv.
Ms. Debjani Ghosh, Adv.
Mr. Bhaskar Mukherjee, Adv.
Mr. D. Saha, Adv.
Ms. Nafisa Yasmin, Adv.

Mr. Ranjan Bachawat, Sr. Adv.
Mr. Debnath Ghosh, Adv.
Mr. S. Dasgupta, Adv.
Mr. Souvik Ganguly, Adv.
Mr. B. Garodia, Adv.

The Court: This is an application under Section 9 of the Arbitration and Conciliation Act, 1996.

The disputes between the parties arises out of two Agreements for Sale dated 4th March, 2013. It is alleged that the parties had entered into two separate Agreements for Sale whereby the respondent agreed to sell and transfer two separate flats being flat Nos. 7A and 8A on the 7th and 8th floor respectively of Block-B at IDEAL EXOTICA situated at premises No. 21 , Pramatha Cowdhury Sarani, Kolkata- 700053.("the said flats").

Pursuant to the aforesaid agreements, the petitioner has paid a sum of approximately Rs.7,97,56,402/- to the respondent. In view of the delay in the handing over of the said flats, there are disputes and differences which have arisen between the parties. The agreements contain an arbitration clause. It is submitted on behalf of the petitioner that there has been breach on the part of the respondent in honouring their obligations under the aforesaid agreements. It is also submitted that the respondent is attempting to create third party interests in respect of the said flats.

The respondents are represented and submit that there is breach on the part of the petitioner and the petitioner is in violation of the terms and conditions of the aforesaid agreements.

I am of the view that, at this prima facie stage, in view of the fact that, the petitioner has paid the entire consideration for the said flats, there shall be an order in terms of prayer (b) of the Notice of Motion. The parties are directed to take steps and for appointment of an Arbitrator in terms of the said agreements.

It is needless to mention that the aforesaid order will not influence the Arbitral Tribunal which will ultimately adjudicate the disputes and differences between the parties.

With the aforesaid directions, AP 341 of 2021 stands disposed.

(RAVI KRISHAN KAPUR, J.)