

**HIGH COURT AT CALCUTTA
(ORIGINAL SIDE)**

AP/426/2021

(Through Video Conferencing)

TIRUPATI SHUBH SHOPPER PVT. LTD.

... Applicant(s)

Through: Mr. Jishnu Chowdhury, Mr. Ankur Rai,
Mr. Ratnesh Kumar Rai, Advocates.

V/s

BENGAL PEERLESS HOUSING DEVELOPMENT CO. LTD. & ANR.

... Respondent(s)

Through: Mr. Subir Sanyal, Mr. Shamba
Chakraborty, Mr. Triptimoy Talukdar
(VC), Advocates.

Coram : HON'BLE MR. RAJESH BINDAL, CHIEF JUSTICE (ACTING)

ORDER

1. The present application has been filed for appointment of an arbitrator on account of the dispute arising out of an agreement for sale executed between the parties on September 18, 2019.

2. The arbitration clause in the agreement entered into between the parties, which has not been disputed, reads as under:-

*“**ARBITRATION:** - In case of difference and dispute by and between the parties relating to this agreement in that event the matter will be referred to the arbitration as per Arbitration and Conciliation Act, 1996 as amended upto date. The venue, place and sit will be in Kolkata only.”*

3. Learned counsel for the respondents sought to argue that the arbitration clause cannot be invoked in the present case as it is not mentioned

therein that the award of the arbitrator shall be final. The argument is totally misconceived for the reason that even the Arbitration and Conciliation Act, 1996 provides for remedies against an award passed by the arbitrator.

4. Considering the fact that the agreement dated September 18, 2019 executed between the parties is not in dispute and for resolution thereof, an arbitrator is required to be appointed.

5. In my opinion, Justice Tapan Kumar Dutt (Retd.), resident of 1/3, Deshpran Sasmal Road, Howrah – 711 101 (Mobile No. 9831066037) is appointed Arbitrator for settlement of dispute between the parties.

6. The application is disposed of.

KOLKATA
04.10.2021
sm/akg

(RAJESH BINDAL)
CHIEF JUSTICE (ACTING)