

AP/812/2019  
IN THE HIGH COURT AT CALCUTTA  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ORIGINAL SIDE

SATYA NARAYAN GHOSH  
VERSUS  
NILRATAN GUHA

BEFORE:  
The Hon'ble JUSTICE DEBANGSU BASAK  
Date: 18<sup>th</sup> March, 2021.

(Via Video Conference)

Appearance:  
Mr. Probal Kr. Mukherjee Sr. Adv.  
Mr. Siddhartha Goswami, Adv.

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

None appears for the respondent. The parties entered into a registered development agreement, which contains an arbitration clause. The arbitration Clause is as follows:

“In case of any disputes and difference between the parties arising from this Agreement, shall be referred to an Arbitrator and the decision of the Arbitrator shall be binding upon the parties.”

The disputes and differences arising between the parties, the petitioner issued a notice under Section 21 of the Act of 1996 on December 12, 2018.

The respondent by the advocate's letter dated January 14, 2019 disagreed with the arbitrators suggested.

Per se, there is no dispute between the parties as to the existence of the arbitration agreement. Disputes and differences between the parties are yet to be resolved. The disputes and differences are covered by the arbitration agreement existing between the parties.

In such circumstances, Mr. Chayan Gupta, Advocate, Bar Library Club is appointed as an Arbitrator in terms of the arbitration agreement between the parties. The learned Arbitrator is at liberty to fix his remuneration, which is to be shared by the parties equally.

The parties will bear the costs, charges and expenses of the arbitration equally.

The parties will inform the learned Arbitrator of this order.

AP No. 812 of 2019 is disposed of accordingly.

(DEBANGSU BASAK, J.)

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