

RVWO/17/2018
IA NO:GA/1/2021
IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
ORIGINAL SIDE

BENGAL PEERLESS HOUSING DEVELOPMENT LIMITED
VERSUS
TIRUPATI SHUBH SHOPPER PRIVATE LIMITED

BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA

DATE : 14TH DECEMBER, 2021.

[Via Video Conference]

APPEARANCE:

Mr. Abhrajit Mitra, Sr. Advocate
Mr. Shamba Chakraborty, Advocate
Mr. Triptimoy Talukder, Advocate
Mr. Koushik Chatterjee, Advocate
Mr. Abhiraj Tarafdar, Advocate
Mr. Swapan Bhattacharjee, Advocate
.....for the petitioner.

Mr. Ratnanko Banerji, Sr. Advocate
Mr. Jishnu Chowdhury, Advocate
Mr. Ratnesh Kumar Rai, Advocate
Mr. Ankun Rai, Advocate
.....for the respondent.

The Court:- The applicant is seeking review of order of this Court dated 4th October, 2021 whereby the application filed by the respondent under Section 11 of the Arbitration and Conciliation Act, 1996 has been allowed by appointing the arbitrator to resolve the dispute.

The submission of learned counsel for the applicant is that the arbitration agreement is not sufficiently stamped, therefore, the same is required to be impounded and sent to Collector of Stamp for ascertaining and payment of the deficit stamp duty. He has also pointed out that against the order of this Court, Special Leave to Appeal (C) No(s).19357/2021 was filed by the applicant and by the order dated 3rd December, 2021, liberty has been granted to file the review application.

Learned counsel for the respondent does not dispute that agreement to sale, which contains the arbitration clause, is not sufficiently stamped. He submits that he is ready for impounding of the said agreement and payment of the deficit stamp duty. Referring to paragraph 26 of the judgment of the Supreme Court in the matter of *N. N. Global Mercantile (P) Ltd. vs. Indo Unique Flame Ltd.*, reported in (2021) 4 SCC 379, he has submitted that in the meanwhile arbitration proceeding in pursuance of the order of this Court should continue. To this, learned counsel for the applicant has not objected to continuation of the arbitration proceeding in the meanwhile.

Hence, the present review application is disposed of by directing the respondent to submit the original sale agreement containing the arbitration clause in question before the Registrar, Original Side of this Court within two days, who after impounding the same will send it to the jurisdictional Collector of Stamp for ascertaining the deficit stamp duty and on payment of the deficit stamp duty, the original agreement will be returned back to the respondent.

(PRAKASH SHRIVASTAVA, C.J.)