

AP/739/2022

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTIONM/S. JYOTI CONSTRUCTION
VERSUS
SMT. CHHABI RANI KUNDU & ORS.BEFORE:
THE HON'BLE CHIEF JUSTICE PRAKASH SHRIVASTAVA
DATE : 4TH NOVEMBER, 2022APPEARANCE:
Mr. Angshuman Chakraborty, Advocate
Mr. Shivaji Mitra, Advocate
....for the petitioner
Mr. Ritesh Kumar Ganguly, Advocate
...for the respondent nos.1 to 5 and 7

The Court:- Affidavit of service filed by the applicant is taken on record.

This application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed for appointment of arbitrator to resolve the dispute between the parties.

Learned counsel for the applicant has pointed out that the development agreement was executed between the original land owners and the applicant on 27th June, 2011. The said agreement contains the following arbitration clause:-

“16. However, if any dispute or difference arises between the parties in the Agreement of facing interruption tot he terms herein shall be referred to an Advocate or Arbitrator chosen by the parties hereto or to such separate Advocate one of each selected by the party with the right to appoint umpire, whose decision and award as envisaged in the Indian Arbitration Act, 1940, as amended in 1996 shall be final and binding on both the parties.”

He has further pointed out that the original land owners had executed a general power of attorney in favour of the applicant but subsequently at the advanced stage of the construction, the original owners had died. Therefore, the request was made to the respondents, being their LRs

but all the LR's have not agreed to execute the fresh general power of attorney. He has further submitted that the arbitration agreement was binding upon the respondents LR's. Therefore, the notice dated 12th March, 2021 was served upon the respondents invoking the arbitration clause and proposed the name of the Arbitrator but no reply was received.

Learned counsel for the respondents has not disputed the arbitration agreement. He has also not in dispute that the Arbitrator is required to be appointed to resolve the disputes between the parties. Learned counsel for both the parties have jointly proposed the name of Mr. Debrup Bhattacharjee, Advocate of this Court for appointment as arbitrator.

Hence, the AP is allowed. Mr. Debrup Bhattacharjee, Advocate (M:8013113300) is appointed as Arbitrator to resolve the disputes between the parties, subject to submission of declaration by the Arbitrator in terms of Section 12(1) in the form prescribed in the Sixth Schedule of the Act before the Registrar, Original Side of this Court, within four weeks from today.

Let this order be conveyed to the Arbitrator by the Registrar, Original Side, forthwith.

(PRAKASH SHRIVASTAVA, C.J.)