

OCD-5

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(Commercial Division)

AP/393/2023

FORUM PROJECT HOLDINGS PRIVATE LIMITED
Versus
TATA CONSULTANCY SERVICES LIMITED

BEFORE:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

Date : 27th June, 2023.

Appearance:

Mr. Jishnu Chowdhury, Adv.

Ms. Riti Basu, Adv.

Mr. Ritoban Sarkar, Adv.

Ms. Piyali Pan, Adv.

...for the petitioner

Mr. Suddhasatva Banerjee, Adv.

Mr. Subhojit Roy, Adv.

Mr. Aditya Sarkar, Adv.

...for the respondent

The Court:- The dispute between the petitioner and the respondent arises out of a sub-lease agreement dated 31st October, 2018, which involved a party who is not before the Court. The rights of the parties before the Court however flow from the said sub-lease and the chain of events ends with the respondent. This sub-lease agreement contains a dispute resolution clause providing for arbitration with a sole arbitrator.

The dispute is on the question of relinquishment of possession by the respondent and retention of security deposit by the petitioner. While the petitioner, through learned counsel, claims that the respondent continues to enjoy possession without payment of lease rent, the respondent says that the

respondent was prevented from giving up possession of the premises concerned. According to learned counsel for the respondent, the respondent was willing to give up possession at all times. The retention of the security deposit on the part of the petitioner and the petitioner's claim of unpaid rent form the crux of the dispute.

The facts before the Court leave little doubt that not only is there a subsisting agreement between the parties but that dispute exists between them which needs to be resolved through arbitration. The parties hence fall under Section 11(6)(a) of the 1996 Act.

AP/393/2023 is allowed and disposed of by appointing Mr. Debi Prosad Dey, former Judge of this Court (Mob. No. – 8336932296) to act as the arbitrator subject to the arbitrator communicating his consent in the required form under Section 12 and the Schedule to the 1996 Act. The arbitrator shall communicate his consent to the Registrar, Original Side within three weeks. The petitioner shall communicate that order to the arbitrator forthwith.

Needless of say, the parties shall have the liberty to take all points before the arbitrator.

(MOUSHUMI BHATTACHARYA, J.)