

ORDER SHEET

AP/413/2023

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

SRI SUMANTA DUTTA
Versus
SMT. JHARNA DAS AND OTHERS

BEFORE:
The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA
Date : 6th July, 2023.

Appearance:
Mr. Ayan Banerjee, Adv.
Mr. Suman Banerjee, Adv.
...for the petitioner

Mr. S. Pal Choudhuri, Adv.
...for respondent nos. 3 to 5

The Court: The Agreement between the parties is an Agreement for Development dated 8th July, 2020 under which the petitioner, as one of the partners of the partnership firm, Sai Construction, agreed to develop the property belonging to the owners who are respondent nos.1 and 2 before the Court. The other respondents, namely, respondent nos. 3, 4 and 5 are the three other partners of the partnership firm and were parties to the development agreement.

The petitioner claims that the petitioner invested 15 of the 45 lakhs for development of the property; the petitioner is the managing partner of the partnership firm. Disputes however arose between the petitioner and the remaining three partners of the partnership firm and the latter cancelled the

Agreement on 9th September, 2022. The petitioner thereafter invoked the arbitration clause in Clause 17.1 of the Agreement on 24th February, 2023. The letter outlines the disputes between the parties and the fact that the petitioner has spent Rs.75,48,518/- for development of the project, as had been agreed between the parties. The respondent did not reply to this letter.

The respondent nos. 3, 4 and 5 being the other partners are represented. The respondent nos. 1 and 2 are not represented. The affidavit of service is kept on record.

It is evident that a dispute exists between the parties under the Agreement of development and that the respondent has also failed to respond to Section 21 notice of the petitioner within the time contemplated under Section 11(5) of the Act. The parties would hence fall under Section 11(6)(a) of the Act.

AP/413/2023 is, accordingly, allowed and disposed of by appointing Mr. Piyush Chaturvedi, Senior Advocate (Mob : 9831007327) as the Sole Arbitrator for resolving the disputes and differences between the parties subject to the Arbitrator communicating his consent in the prescribed form under the relevant provisions of the 1996 Act read with the Schedules to the Registrar, Original Side within three weeks from date.

The petitioner shall communicate this order to the Arbitrator forthwith.

(MOUSHUMI BHATTACHARYA, J.)