

ORDER SHEET

AP/680/2022

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

GOPAL MULLICK
Versus
BIMAL KUMAR DUTT

BEFORE:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

Date : 15th June, 2023.

Appearance:

Mr. Prasenjit Burman, Adv.

Mr. Soumyajit Mondal, Adv.

Mr. Sakya Sen, Adv.

Mr. Aniruddha Mitra, Adv.

Mr. Gaurav Purkayastha, Adv.

The Court: The disputes between the parties would be apparent from the facts, pleadings and the materials shown to the Court. The dispute arises out of brokerage agreement executed between the petitioner, who was to act as the broker for the respondent upon the respondent purchasing property in a Court auction. The brokerage agreement is dated 18th September, 2019.

The petitioner claimed Rs.50 lakhs on the respondent for the service rendered and received Rs.2 lakhs out of the total claim made. The petitioner wrote to the respondent on 29th July, 2022 which was essentially a notice under Section 21 of the 1996 Act and the respondent replied on 26th August,

2022 stating that the respondent had terminated the agreement and further that the petitioner did not render any service to the respondent.

The facts indicate that the parties are covered under Section 11(6)(a) of the 1996 Act.

AP/680/2022 is accordingly allowed and disposed of by appointing Ms. Noelle De Banerjee, Advocate, to act as the sole Arbitrator for resolving the disputes and differences between the parties, subject to the Arbitrator communicating her willingness to act as such to the Registrar, Original Side, of this Court within three weeks from date. The consent shall be in the required form under Section 12 read with the Schedules to the 1996 Act. Let this order be communicated to the Arbitrator forthwith.

(MOUSHUMI BHATTACHARYA, J.)

bp.