

OC-26

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

AP-COM/588/2024

PS VINAYAK COMPLEX LLP
VS
MOUSUMI PAUL

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 7th August, 2024

Appearance:
Mr. Rohit Mukherjee, Adv.
Ms. Somali Bhattacharya, Adv.
...for the petitioner

The Court:- The present dispute arises out of an agreement for sale. The nature of the dispute pertains primarily to alleged non-payment of consideration.

It transpires from an order dated June 28, 2024 passed in AP-COM/587/2024 that in a different dispute of similar nature between the petitioner and a different purchaser of an apartment within the same housing complex, Mr. Sudhasatva Banerjee, a member of the Bar Library Club, was appointed as the sole Arbitrator. Accordingly, if the present application is allowed, the said learned Arbitrator would be the appropriate choice for Arbitrator in the present case as well, in order to facilitate the connected matters being heard together and to avoid conflict of decisions.

I am convinced on a perusal of the papers that the dispute now arising between the parties comes within the ambit of Clause 33 of the agreement for sale, which is the arbitration clause, and the dispute is otherwise arbitrable. Since the respondent chooses to abstain from hearing despite service, which is

borne out by the affidavit of service which is kept on record, there is no other option before the Court but to dispose of the present application *ex parte*.

Accordingly, AP-COM/588/2024 is disposed of by appointing Mr. Sudhasatva Banerjee, a member of the Bar Library Club (Mobile no: 9874669520) as the sole Arbitrator to resolve the dispute between the parties, subject to a declaration being obtained from the said learned Arbitrator under Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitration shall fix his own remuneration in consultation with the parties and within the framework of the 1996 Act, read with its Schedules.

It will be open to the learned Arbitrator, upon hearing parties, to consider as to whether the present dispute should be clubbed with the other dispute, which was dealt with in AP-COM/587/2024.

(SABYASACHI BHATTACHARYYA, J.)