

OCD 17

ORDER SHEET
AP-COM/661/2024
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

SRI RAM SHYAM ESTATES LLP
VS
FRETEx LOGISTICS SOLUTIONS PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date: 8th July, 2024.

Appearance:

Mr. Varun Kothari, Adv.

Mr. Aasish Choudhury, Adv.

Ms. Uma Bagree, Adv.

...for the petitioner

Mr. Ayan Kumar Boral, Adv.

Mr. Ajay Kumar Mishra, Adv.

...for the respondent

The Court: Affidavit of service filed today be kept on record.

The lessor in a lease agreement has come up with a present application under Section 11 of the Arbitration and Conciliation Act, 1996.

The lease agreement between the parties contains an arbitration clause, which stipulates that in case of any dispute and difference arising out of the transaction (the said agreement), it shall be referred to Arbitrator.

Learned counsel for the petitioner contends that the dispute between the parties is monetary and comes within the ambit of the agreement.

Learned counsel appearing for the respondent submits that it is settled that landlord tenant disputes are not inherently arbitrable.

However, the settled law is that if a landlord-tenant relationship is covered by a special statute which contemplates particular fora to adjudicate disputes arising out of such jural relationship as well as confer certain special protections, which the fora designated under the said Act are required to adjudicate upon, the matter may fall outside the pale of arbitration. In view of the rent stipulated in the present agreement, the dispute falls outside the purview of the Rent Control Act prevalent in West Bengal, that is, the West Bengal Premises Tenancy Act, 1997.

Hence, the dispute is governed by the general statute, that is, the Transfer of Property Act, and hence does not fall within the limited bar in respect of the Rent Control Act.

Accordingly, there cannot be any impediment in appointing an Arbitrator since the parties have failed to arrive at a consensus on such count.

Hence, AP-COM/661/2024 is allowed, thereby appointing Mr. Shounak Mukhopadhyay, Advocate (Mob. No. 8981772268), a member of the Bar Library Club, as the sole Arbitrator to resolve the dispute between the parties, subject to obtaining a disclosure from the said learned Arbitrator under Section 12 of the Arbitration and Conciliation Act, 1996. The remuneration of the Arbitrator shall be fixed by the Arbitrator in consonance with the provisions of the 1996 Act, read with its Schedules.

(SABYASACHI BHATTACHARYYA, J.)