

AP/839/2022

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

RUBAYAT KADIR TRADING PRIVATE LIMITED
-Versus-
M/S. ZORIS BOUTIQUE HOTELS PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE RAVI KRISHAN KAPUR
Date : 8th April, 2024

Appearance:
Mr. Shayak Chakraborty, Adv.
Ms. Sanjukta Majumdar, Adv.
..for the petitioner

The Court: This is an application under Section 11 of the Arbitration and Conciliation Act, 1996.

The disputes between the parties arises out of a lease agreement dated 13th September, 2019.

It is contended on behalf of the petitioner that pursuant to the aforesaid lease agreement, the petitioner had inducted the respondent at a monthly rent of Rs.1.60 lakhs excluding other outgoings. The respondent has been in possession of the premises since March, 2020. Thereafter, the respondent stopped making any payment on account of occupational charges and wrongfully continued to be in possession of the said premises.

Ultimately on 11th September, 2021, the respondent handed over possession of the premises to the petitioner. By a notice dated 11th September, 2021, the petitioner called upon the respondent to make payment of the outstanding occupational charges and maintenance charges in respect of the premises. The respondent despite receipt of the letter failed to comply with the request to make payment. Ultimately, the petitioner was compelled to issue a notice under Section 21 of the Arbitration and Conciliation Act, 1996 dated 18th August, 2022. Despite receipt of notice, the respondent has failed to make any payment in terms of the agreement.

Clause 17 of the agreement dated 13th September, 2019 reads as follows:

“ 17. Any dispute, differences or question, which may arise at any time hereafter, between the parties hereto, touching the true construction and meaning of the terms and conditions of this agreement, as also in respect of the rights and liabilities of the parties hereto, shall be referred to the sole Arbitration of a Single Arbitrator as may be mutually agreed by and between the parties hereto in accordance with the arbitration and Conciliation act 1996 and/or modification and/or amendments thereto.

The decision of the sole arbitrator shall be final and binding upon both the parties to this agreement.”

There are live disputes by and between the parties. The arbitration clause is also wide enough to cover all the disputes raised by the petitioner.

In such view of the matter, the Hon'ble Justice Nadira Patherya, (Retd.) is appointed as the Sole Arbitrator to adjudicate the disputes by and

between the parties arising out of the agreement dated 13 September 2019. The appointment is subject to the Learned Arbitrator communicating her consent in the prescribed format to the Registrar, Original Side of this Court within two weeks from date. The Advocate on Record of the petitioner shall communicate this order to the Learned Arbitrator forthwith and positively within 7 days from the date of passing of this order.

There shall be an order in terms of prayer (a) of the Notice of Motion.

With the aforesaid directions, AP/839/2022 stands disposed of.

(RAVI KRISHAN KAPUR, J.)