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ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP/36/2025
ADITI CHAKRABORTY AND OTHERS
VS
ANISH MUKHERJEE AND ANOTHER

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : March 11, 2025

Appearance :
Mr. Arif Ali, Adv.
Mr. Sarban Bhattacharyya, Adv.
...for petitioner

The Court : 1. Affidavit of service is taken on record.

2. Despite service, none appears on behalf of the respondents.

3. The petitioners are the land owners and the respondents are the developers.

4. Disputes arose with regard to the development agreement dated July 8, 2022, for construction of a residential building within Madhyamgram municipality.

5. It is contended by the land owner that the developers have not taken any step to fulfill their obligations under the agreement, which also included obtaining a sanctioned plan. Accordingly, the petitioners terminated the contract and invoked arbitration.

6. It appears that, by a letter dated November 13, 2024, the developers denied and disputed the allegations made by the land owners and called the termination illegal.

7. The development agreement contains an arbitration clause, which is quoted below:-

“All disputes and differences between the parties hereto in any way relating to this agreement and/or arising out of the provisions hereof shall be referred for arbitration to the advocates having been appointed each one by each of the parties and such arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act, 1996 till the date disputes and/or differences.”

8. The notice invoking arbitration was also received by the respondents.
9. Under such circumstances, keeping all issues and objections that may be available to the respondents open and to be raised before the learned Arbitrator, the application is disposed of by appointing Mr. Pratip Mukherjee, Advocate, Bar Library Club, High Court (Mobile No. 8100950043) as the learned sole Arbitrator to arbitrate the dispute.
10. The learned Arbitrator shall comply with the provisions of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall be at liberty to fix his remuneration as per the Schedule of Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)