

OCD-2

AP-COM/292/2025
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

M/S MANGALSHIV PROJECTS PVT LTD
VS
GODREJ PROJECTS DEVELOPMENT LTD AND ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : 14th May, 2025.

Appearance:

Mr. Kushal Chatterjee, Adv.

Mr. Debrup Choudhury, Adv.

. . .for the petitioner.

Mr. Arindam Banerjee, Adv.

Mr. Debdut Mukherjee, Adv.

Ms. Pritha Basu, Adv.

Ms. Bhawna Parasramka, Adv,

. . .for the respondents.

The Court:

1. This is an application for appointment of an Arbitrator to arbitrate upon the disputes between the parties. The disputes allegedly arose out of the agreement dated March 17, 2020.
2. It is submitted that the respondents terminated the said agreement on frivolous grounds, thereby committing breach of the terms and conditions of the said agreement. Mr. Arindam Banerjee, learned Senior Advocate for the respondents, submits that the facts narrated in the application are incorrect. The respondents were entitled to terminate the agreement as per the Clauses contained therein. The respondents

have also dealt with the subject property and transferred the same in favour of a third party.

3. In my opinion, the referral Court is only required to enquire as to whether there is an existing arbitration clause. Over and above such enquiry, the referral Court can weed out dead claims or time barred claims. Beyond such exercise by the referral court, the learned Arbitrator has the jurisdiction, not only to rule on his competence/jurisdiction but also decide all other objections that may be raised by the respondents, including the question of arbitrability.
4. Under such circumstances, this Court is satisfied that there is an arbitration clause, for resolution of disputes between the parties, arising out of the subject agreement. The clause is contained under Article XVII. The clause provides that all disputes and differences by and between the parties, relating to or touching or concerning or arising out of the agreement would be referred to arbitration. Accordingly, the petitioner has already invoked the arbitration by a notice dated 13th August, 2024. Although, the arbitration clause provides for a panel of three arbitrators the learned Advocates agree before this Court on instruction from their respective clients, that a sole Arbitrator may be appointed by the Court.
5. Under such circumstances, the Court appoints Mr. Subhransu Ganguly (Mobile No. 9831004336), learned Advocate as the Arbitrator, to arbitrate upon the dispute between the parties. This appointment is

subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

6. The learned Arbitrator shall fix his own remuneration as per the Schedule of the Arbitration and Conciliation Act.
7. All points available to either of the parties shall be decided by the learned Arbitrator. This Court has not entered into the merits of the rival claims.
8. AP-COM/292/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)

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