

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

AP/151/2025
DR SAYAN CHAKRABORTY
VS
DHARITRI INFRAVENTURE PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 9th December, 2025.

Appearance:
Mr. Sunanda De Sarkar, Adv.
Mr. Sarangam Chakraborty, Adv. ...for petitioner.

Mr. Kaushik Chatterjee, Adv.
Ms. Somoshree Saha, Adv.
Mr. Prantik Sarkar, Adv. ...for respondent.

The Court: This is an application for appointment of an Arbitrator in terms of clause 12 of the Memorandum of Understanding dated February 28, 2020. Under the said agreement, the parties agreed that all disputes and differences between themselves, arising out of the said Memorandum of Understanding, would be referred to a sole arbitrator. The arbitration clause is quoted below.

*“12. **Adjudication of Disputes:** If any disputes and differences arise by and between the parties hereto in any way relating to or connected with the Designated Unit and/or this Memorandum of Understanding and/or anything done in pursuance hereof, the same shall be referred for arbitration to such person as be nominated by the parties. It is agreed by and between the parties hereto that the said Sole Arbitrator has been nominated shall have the power to pass both interim order and award and/or award in one or more lots and to proceed in summary manner with regard to adjudication of the disputes and differences between the parties which shall be final and binding on the parties hereto. The Arbitration shall otherwise be governed by the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitration shall be held at Kolkata only and the language of the Arbitration will be English.”*

It is contended by Mr. De Sarkar, learned advocate for the petitioner that the disputes cropped up when the respondent failed and neglected to fulfill the obligations arising out of the said Memorandum of Understanding. As per the said agreement, a bungalow was to be constructed and handed over to the petitioner within 36 months from the date of execution of the said Memorandum of Understanding. The respondent failed to do so. Accordingly, notice invoking arbitration was issued on March 3, 2025. It is further submitted that the seat of arbitration as per the said clause is Kolkata and only courts in Kolkata has the jurisdiction over all matters arising out of the said agreement.

Mr. Chatterjee, learned advocate for the respondent submits that the petitioner has raised a frivolous dispute. Initially, the petitioner had agreed to purchase a flat but resiled from said agreement. Thereafter, the parties entered into the Memorandum of Understanding, and the petitioner agreed to buy a bungalow. Some money was advanced towards the purchase of the flat, but the claim of the petitioner for refund of the money as per the notice invoking arbitration contained an inflated amount. According to Mr. Chatterjee, the parties can always settle the disputes if the petitioner is agreeable to accept a flat at the current market value and not at the previous value.

The submission of the respective parties clearly indicate that there is a dispute. The mechanism provided and agreed to by the parties for settlement of the dispute by a sole arbitrator, has failed.

Under such circumstances, this application is allowed by referring the dispute to arbitration. This court appoints Mr. Sarosij Dasgupta, learned Advocate, Bar Library Club (Mob :- 9748919357) to arbitrate upon the disputes between the parties. The issues of arbitrability, admissibility, limitation, etc. shall be raised before the learned Arbitrator.

This order is passed subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his remuneration in terms of the Schedule of the Act.

AP/151/2025 is accordingly disposed of.

(SHAMPA SARKAR, J.)

pkd.