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ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP No. 77/2025

SRI ARUNAVA SAHA
VS
SMT. KABERI PAUL alias KABERI PAL & ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : May 22, 2025

Appearance :
Mr. Ayan Banerjee, Adv.
Mr. Tarun Kumar Aich, Adv.
Ms. Tanusree Sur (Aich), Adv.
...for petitioner
Mr. Surya Maity, Adv.
Mr. Ashit Bera, Adv.
...for respondents

The Court : This is an application for appointment of the learned Arbitrator in terms of Clause 14 of the Development agreement dated August 14, 2018 and the subsequent understanding between the parties in treating the said clause to be an arbitration clause.

The petitioner contends that disputes arose when the respondent threatened to terminate the Development agreement as also the Power of attorney. The respondents deny the contentions of the petitioner and submit

that the agreement permitted such termination and the claims of the petitioner were unjustified. While the petitioner submits that the entire building was constructed in terms of the agreement, the respondents deny that the construction had been completed in the manner provided under the agreement. It is contended that the petitioner exceeded the period within which the possession of the newly constructed building was to be handed over. However, the learned Advocate for the respondent submits that although disputes are baseless and without any foundation, but the learned Arbitrator is to decide all such issues, including the point of jurisdiction.

The notice invoking arbitration is on record. By a letter dated March 12, 2025, the notice of revocation of the Power of attorney was issued by the respondent. Thus, this Court, *prima facie*, finds the dispute to be alive.

The contentions of the respondent with regard to the validity of the claims of the petitioner are to be decided by the learned Arbitrator. The issue of limitation is also to be decided by the learned Arbitrator.

It is agreed between the parties before this Court that the parties had intended to settle the disputes by arbitration and the statements of the respondents in the affidavit-in-opposition to the application for injunction also clarify such position that, the parties treated clause 14 to be an arbitration clause. The clause may not be happily drafted, but the admission of the clause as an arbitration clause is available from the pleadings exchanged by the parties in the interlocutory proceedings.

Further issues with regard to the jurisdiction of the learned Arbitrator, arbitrability of the issues etc. are left open to be decided at the appropriate stage if raised by the respondent.

Under such circumstances, the application AP No. 77/2025 is allowed and disposed of accordingly, by appointing Mr. Partha Pratim Roy, learned Advocate (Mobile No.9874135485) as the learned Arbitrator.

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 the Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)