

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP/82/2025

PRADIP KUMAR CHAKRABORTY AND ORS.

VS

ROYAL ENCLAVE AND ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 25th November, 2025.

Appearance:

Mr. Rivu Dutta, Adv.

Mr. Rhitam Chatterjee, Adv.

...for the petitioners

Mr. Souri Ghosal, Adv.

Mr. Prasayan Mukherjee, Adv.

Mr. Pintu Karar, Adv.

...for the respondents

The Court: The dispute between the parties arose out of a development agreement dated March 16, 2020. The said agreement contains an arbitration clause, under clause 15.1 of Article XV of the development agreement is quoted below :-

“15.1. If at any time any dispute shall arise between the parties hereto regarding the construction of interruption (sic interpretation) of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this Agreement, the same shall be referred to the Joint Arbitration to be selected by the Parties herein and their Joint decision shall be deemed to be a reference within the meaning of the Indian Arbitration & Reconciliation Act, 1996 or any statutory

enactment or modification there and the said Arbitrators will be nominated by each of the Parties. In case of differences with the reference of the Joint Arbitrators to be appointed by the respective Parties, the Joint Arbitrators will appoint a Presiding Officer and his decision is final and binding upon the respective Parties subject to modification or a fresh decision by the Court's of Law."

The notice invoking arbitration was issued twice. The title suit filed by the respondents was dismissed as withdrawn with liberty to sue afresh. Both parties submit before this Court that there are disputes and pray for appointment of a sole arbitrator. They have agreed amongst themselves that, the disputes can be referred to a sole arbitrator.

Under such circumstances, the application is allowed, leaving the point of arbitrability of the dispute, admissibility of the claim, limitation etc., open, and to be decided by the learned arbitrator.

Mr. Lokenath Chatterjee, learned Advocate, Bar Library Club (Mob. No. 9433932167) is appointed 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 Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)