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

AP/84/2025
CHIRANJIB ADHIKARY AND ANR.
VS
M/S. EVANIE INFRASTRUCTURE PVT. LTD.

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 18^h December, 2025.

Appearance :

The Court: Despite service, none appears on behalf of the respondent. The postal track report was found to be inconclusive. Thus, the court had directed substituted service by publication in two widely circulated dailies; one in English and one in Bengali. Such publication has been done and the affidavit of service is taken on record.

The petitioners pray for appointment of an arbitrator, to adjudicate the disputes between the parties. The disputes arose out of an agreement for sale dated October 15, 2019, when possession was not handed over and the advance payment was not refunded. Clause 16 of the said agreement deals with the settlement of disputes by arbitration and the same is quoted below.

“16. ADJUDICATION OF DISPUTES:- If any disputes and differences arise by and between the parties hereto in any way relating to or connected with the Flat/Apartment and/or this Agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration to such person as be nominated by the Developer/Vendor. It is agreed by and between the parties herein that the said Sole Arbitrator shall have the power to pass and give both interim order and award and/or award in any or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the parties which shall be final and binding on both 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 and the Arbitration shall be held at Kolkata only.”

It has further provided that arbitration shall be held at Kolkata only.

Clause 6.1 of the agreement provides that possession would be handed over within 40 months from the date of execution of the agreement for sale. The period of 40 months expired in February, 2023 and the notice invoking arbitration was issued on March 8, 2025, which is within the period of limitation. The notice invoking arbitration was served upon the respondent.

As the respondent did not take any step after receiving the notice invoking arbitration, this application has been filed for reference of the disputes to arbitration. In view of the existence of the arbitration clause and in view of the invocation, the application is allowed.

Under such circumstances, Mr. Satyam Mukherjee, learned Advocate, Bar Association (Mobile 8017382322) of this Court, is appointed as the arbitrator to resolve the disputes between the parties.

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

The learned Arbitrator shall fix his remuneration.

AP/84/2025 is accordingly disposed of.

(SHAMPA SARKAR, J.)

pkd.