

OD -6

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP/85/2025
S. G. CONSTRUCTION
VS
GOVIND KUMAR BAJAJ AND ANR

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 25th November, 2025.

Appearance:
Mr. Barun Ghosh, Adv.
Mr. B.K. Singh, Adv.
Mr. Jayanta Mitra, Adv.
...for the petitioner
Mr. Aniruddha Mitra, Sr.Adv.
Mr. Debraj Sahu, Adv.
Mr. Bhaskar Diwedi, Adv.
Ms. Antara Biswas, Adv.
Ms. Labanyashree Sinha, Adv.
...for the respondents

The Court: The parties entered into a development agreement. The agreement was executed on July 26, 2018. The same contains an arbitration clause. Both parties invoked arbitration by issuing notices and both the parties have claims and counter-claims. It is submitted that the suit which was filed by the petitioner has also been withdrawn. The arbitration clause under Article XII of the development agreement is quoted below :

“If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of the parties under this agreement.

Both the parties to the instant Agreement shall appoint their respective Arbitrator and both the Arbitrators shall jointly appoint One Umpire for the Arbitration with the meaning of Arbitration and Conciliation Act, 1996 or any statutory modifications there under enforced and the decision of the said Arbitrator will be binding on both the parties and both the parties have no objection to the same in any manner whatsoever. Be it recorded that the Place of Arbitration shall be as Kolkata exclusively.”

Both the parties agree and submit before this Court through the respective learned advocates that the dispute be referred to a sole arbitrator.

Under such circumstances, and upon recording such consent, the application is allowed, leaving the point of arbitrability of the dispute, admissibility of the claims, limitation etc., open and to be decided by the learned arbitrator, if raised.

Mr. Ayan Banerjee, learned Advocate, Bar Association Room NO. 2 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.)