

ORDER SHEET

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

AP/118/2025

MS. MONISHA SINGH & ANR.
VS
MRS. RATI GUHA

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

Appearance:
Mr. Meghnad Dutta, Adv.
Mr. D. Mitra, Adv.
...for the petitioners.

Mr. Arijit Sarkar, Adv.
Ms. Prajaaini Das, Adv.
. . . for the respondent.

The Court: This is an application for appointment of an Arbitrator in terms of Clause XII of the development agreement dated September 21, 2022. The said clause is quoted below :

“ARTICLE – XII : ARBITRATION

In case of any dispute or difference which may arise between the parties with regard to the construction meaning and effect or interpretation of any of the terms and conditions or any part thereof herein confined or touching these presents or determination of any liability or any dispute relating to the issues the same shall be referred Arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise to two arbitrators one to be nominated by each party and in case of difference of opinion between them, by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration &

Conciliation Act, 1996 including its statutory modification and re-anactment if any.”

According to the petitioners, the respondent being the developer had not complied with the terms and conditions of the contract and did not hand over the owners' allocation.

Learned Advocate for the respondent disputes the claims and submits that the application is premature.

The referral Court is required to restrict its scrutiny only to a *prima facie* satisfaction of the existence of the arbitration clause. The arbitration clause is not in dispute. The notice invoking arbitration was issued on June 11, 2025 which was received on June 13, 2025.

Under such circumstances, all objections available to the respondent shall be raised before the learned Arbitrator, including the issue of jurisdiction, arbitrability etc. as the case may be.

The first part of the clause provides for appointment of a sole arbitrator. The application is allowed by appointing Mr. Partha Pratim Roy, learned Advocate, as the Arbitrator to arbitrate upon the disputes between the parties.

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.

AP 118 of 2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)