

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

AP/127/2025
M/S. EAST END DEVELOPERS
VS
PRIYANATH NEOGY

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 18th August, 2025.

Appearance:

Mr. Satadeep Bhattacharyya, Adv.
Mr. Saptarshi Datta, Adv.
Ms. Pooja Sett, Adv.
Ms. Srinita Ghosh, Adv.
Mr. Pourush Kanti Pal, Adv.
Mr. Debdut Hore, Adv.
...for petitioner.

The Court:- This is an application for extension of mandate of the learned arbitrator. The mandate of the learned arbitrator expired on 5th August 2025.

On the last occasion, the learned advocate for the respondent was served with a copy of the application. Today, the affidavit of service has been filed, which indicates that the respondent has been served with a copy of the application along with a copy of my earlier order. The order was also communicated to the respondent by email and by speed post. The postal track report indicates that the postal article has been delivered to the respondent. Despite service, none appears for the respondent.

It appears that adjudication of the application under Section 16 of the Arbitration and Conciliation Act, 1996 had consumed some time. Thereafter, amended statement of claim has been filed. It is submitted that the respondent undertook before the learned arbitrator that no additional statement of defence would be filed. In any event, this Court is not required to go into such issue. It is up to the learned arbitrator to decide whether he will allow additional statement of defence to be filed or not.

Considering the progress made in the arbitration proceeding, this Court is of the view that the mandate of the learned arbitrator should be extended.

Accordingly, the mandate of the learned arbitrator is extended for a period of one year from the date of communication of this order, to enable the learned arbitrator to make and publish his award.

(SHAMPA SARKAR, J.)