

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP/139/2025
IA GA 1 of 2025
UTPAL SAMANTA AND ORS.
VS
MOHAMMAD ARIF AND ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 18th November, 2025.

Appearance:

Mr. Rohit Bannerjee, Adv.
Mr. Saptarshi Bhattacharya, Adv.
Mr. Aditya Roy, Adv.
...for the petitioners
Mr. Arik Banerjee, Adv.
Mr. Shaunak Ghosh, Adv.
Mr. Rajib Mullick, Adv.
Mr. Biswaroop Ghosh, Adv.
..applicants in IAGA 1 of 2025

The Court: IA GA 1 of 2025 is an application for addition of party. The applicant, Shreen Developers Private Limited claims to be one of the partners of Ibrahim Construction. Ibrahim Construction is the developer of the premises in question. The same was initially a proprietorship concern and as such was not arrayed as a respondent. It is submitted that the petitioners were unaware of such change in the constitution of Ibrahim Construction.

In such view of the matter, Shreen Developers Private Limited be added as a respondent and the department is directed to carry out necessary amendments in the cause title. IA GA 1 of 2025 is accordingly disposed of.

AP/139/2025, is an application for appointment of an arbitrator.

The dispute arises out of a joint venture agreement dated December 1, 2011 entered into between the predecessor-in-interest of the petitioner and

Md. Arif who was then the sole proprietor of Ibrahim Construction. None appears for the respondent No. 1, despite service. The respondent nos. 2 to 6 are the other co-owners of the property who have not appeared before this Court despite service on several occasions. The dispute arises on account of non-delivery of a part of the owners allocation in the building constructed by Ibrahim Construction. The agreement contains an arbitration clause. Clause 36 provides that all dispute and/or difference between the parties arising out of or in relation to the said land shall be referred to arbitration of two arbitrators, one of which will be nominated by the respective parties and the two joint arbitrators shall appoint an umpire and the case may be decided finally. Both parties agree and consent before this Court that the dispute should be referred to a sole arbitrator.

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

Mr. Dhruba Ghosh, learned senior Advocate, 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.)