

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/696/2025

HIND CERAMICS PRIVATE LIMITED
VS
M/s. ADVANCE COOLING TECHNOLOGY & ANR.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR
Date : 13th November, 2025

*Appearance :-
Ms. Riti Basu, Adv.
Mr. Ayant Shaw, Adv.
Ms. Jhanvi Jain, Adv.
...for petitioner*

The Court :- Affidavit of service filed is taken on record.

Despite service none appears on behalf of the respondents.

On the earlier occasion, this Court had directed paper publication in two widely dailies, one in English and one in Bengali. Such publication has been effected. Accordingly, the matter proceeds ex parte against the respondents, who have not appeared before the Court despite substituted service.

The dispute arises out of an unregistered lease agreement dated July 28, 2020. The same was entered into between the petitioner and the

respondents. The respondents had taken the property on lease, first for a period of three years and thereafter, for consecutive periods of three years, totalling to nine years.

It is submitted that the lease rent was not paid from 2023. Lease pertained to a warehouse space situated at the Ware Housing Complex at Municipal Premises No.147, Nilgunj Road, Shed A-06, at ground floor, P.S. & P.O. Belgharia, Kolkata-700056, under Kamarhati Municipality.

According to the petitioner, more than Rs.13 Lacs is due. Notices were issued, but the same were ingored and payments were not made. It is submitted that the respondents have illegally continued to occupy the premises without paying any rent.

The notice invoking arbitration was issued on September 17, 2024. Clause 16 of the agreement for lease provides that, all disputes between the parties shall be referred to arbitration. Courts at Kolkata alone shall have jurisdiction to decide the disputes arising out of the agreement.

Clause 16.1 which deals with the reference of disputes to arbitration, does not provide the number of Arbitrators. Thus, reference of the disputes to the sole Arbitrator can be made, for adjudication of the disputes between the parties. Whether the lease agreement is enforceable or not, whether the claims of the petitioner are admissible or not, are matter which shall be decided by the learned Arbitrator. The respondents can urged all their points before the learned Arbitrator.

Under such circumstances, the application AP(COM) No. 696 of 2025 is allowed by appointing Mr. Sounak Bhattacharya, (9830420018)

learned Advocate, Bar Library Club, as the sole Arbitrator, to arbitrate upon the disputes between the parties.

All issues with regard to the jurisdiction of the learned Arbitrator, arbitrability of the claim, limitation, enforceability of the lease deed etc., are left open, to be decided at the appropriate stage if raised by the respondent. The learned Arbitrator is to decide all such issues independently.

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 the Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)