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

AP/170/2025
BASANTI BISWAS
VS
RANA UDAY PRATAP SINGH

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 9th December, 2025.

Appearance:

Mr. Arindam Das, Adv.

Mr. P. Baidya, Adv.

...for the petitioner

The Court: Affidavit of service is taken on record. The respondent has refused to accept notice and the order of this Court. The postal article with the endorsement 'Refused' is taken on record. .

This is an application for appointment of an arbitrator on the basis of Clause 2.6 of the Memorandum of Understanding of the agreement dated April 11, 2025. The clause is quoted below :

“DISPUTES RESOLUTIONS : any dispute arising out of or in connection with the MoU or its performance thereof shall be referred to a sole arbitrator for adjudication. The names of the arbitrator shall be suggested by either of the parties and not more than three suggested names of the arbitrator shall be entertained. Acceptance of the name of the arbitrator among the three as proposed shall be confirmed in writing to either party within 07 days from the date of notice. No response within 07 days from the date of the notice, shall

construe the same to be deemed consent/acceptance by the other party for the appointment of the sole arbitrator. The venue of the arbitration shall be held in Kolkata and shall be conducted under the provisions of the Arbitration and Conciliation Act 1996 together with its amendments, any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held in English language. The award of such arbitration shall be final and binding upon the parties hereto.”

Parties agreed that any dispute arising out of the said Memorandum of Understanding shall be referred to arbitration. The names of the arbitrator shall be suggested by either of the parties and not more than three suggested names of the arbitrator shall be entertained. Acceptance of the name of the arbitrator among the three as proposed shall be confirmed in writing to either party within seven days from the date of notice. In case if no response within seven days from the date of the notice, such notice shall be construed to be the deemed consent/acceptance by the other party for the appointment of the sole arbitrator. The venue of the arbitration shall be in Kolkata.

The petitioner contends that the parties had mutually agreed to enter into an agreement by which the petitioner was to act as an the facilitator or the agent, whose job was to identify land and take appropriate steps for sale of the land to the petitioner. According to the petitioner, the amount of Rs. 12 crores was to be paid to him towards his fees and also for purchase of the land. It appears that the respondent paid Rs. 9.10 crores, but refused to pay the

remaining amount of Rs. 2.90 crores. Dispute arose when the remaining amount was not paid. By two letters dated July 7, 2025 and July 11, 2025, the respondent requested the petitioner for extension of time to fulfil his obligation. Several proceedings have been initiated by the respondent against the petitioner in respect of the alleged transaction and the deed. The notice invoking arbitration was issued on August 14, 2025. The same was received on August 23, 2025.

This Court is of the view that the proceedings which have been initiated by the respondent against the petitioner are independent proceedings which shall proceed in accordance with law. The dispute arises out of the alleged Memorandum of Understanding. Even if the respondent has challenged the existence of the Memorandum of Understanding and had alleged that the same is a forged document, such issue cannot be decided by the referral Court. The arbitrator will decide all issues. Expert opinion can also be obtained by the arbitrator in order to ascertain whether the signature of the respondent was genuine or not. Under such circumstances, the application is allowed, leaving the question of arbitrability of the dispute, validity of the document, admissibility of the claim, limitation etc. open and to be decided by the learned arbitrator.

Mr. Surojit Dasgupta (Mob:- 8697542775), learned Advocate Bar Library Club, 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.)

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