

OCD 7

ORDER SHEET
AP-COM/765/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

SHREE DURGA AGENCIES LIMITED
VS
ABBAS ASGAR ALI PATEL

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 18th November, 2025.

Appearance:
Mr. Sayan Banerjee, Adv.
. . .for the petitioner.

Mr. Abbas Asgar Ali
appears in person for the respondent.

The Court:

1. The respondent appears in person, upon receipt of service of notice.
2. The dispute between the parties arises out of a deed of lease dated May 6, 2024, which was entered into between the parties. The petitioner is the lessor and the respondent is the lessee. The premises were taken on lease to run a lounge-cum-cafe. It is submitted that lease had since expired and the respondent continued to be in unlawful possession thereof. It is further submitted that lease rent was not paid since April, 2024.
3. The respondent submits that he had tendered the rent, but the same was refused. The respondent also raises objections with regard to the

arbitrability of the dispute. However, this Court is of the view that the learned Arbitrator is the appropriate forum for adjudication of all the disputes between the parties.

4. The arbitration Clause is provided under Clause 3 Heading V of the lease deed. The same is quoted below :- :

“Arbitration & Jurisdiction: If any dispute, controversy or claim between the Parties arises out of or in connection with or in relation to this Lease, the same shall be referred to arbitration. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed in accordance with the said Act. Any arbitral award shall be final and binding on the Parties. The venue of the arbitration shall be Kolkata. The language of the arbitration shall be English. This Agreement shall be subject to exclusive jurisdiction of Courts of Kolkata only.”

5. In view of the existence of an Arbitration Clause and in view of the dispute between the parties, this application is allowed by appointing Mr. Sundar Gopal Bhattacharya (Mob:- 9830716384) as the Arbitrator, to arbitrate upon the disputes between the parties.
6. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall fix his own remuneration as per the Schedule of the Act.
7. The application is, accordingly, disposed of.

8. The Vakalatnama of the respondent may be filed in the department within one week from date.

(SHAMPA SARKAR, J.)

SP/