

OCD 32

ORDER SHEET
AP-COM/834/2025
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

SANJEEBANI CLINIC PVT. LTD.
VS
NUPUR JOSHI

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

Appearance:
Mr. Aniruddha Mitra, Sr. Adv.
Mr. Ajit Kumar Mishra, Adv.
Mr. Amritam Mandal, Adv.
Mr. Abhishek Dey, Adv.
Mr. Suprovat Banerjee, Adv.
Mr. Jyotirmoy Jha, Adv.
...for the petitioner

Mr. Meghnad Dutta, Adv.
Mr. Subhajit Chakraborty, Adv.
Mr. Tanmay Chowdhury, Adv.
...for the respondent

The Court:

1. The parties entered into an agreement for sale on July 16, 2018. The respondent agreed to sell a portion of the property under her ownership at a total consideration of Rs.14,50,00,000/- on such terms and conditions which were described in the said document. The agreement contained a payment schedule which recorded that the petitioner would

pay Rs.1.5 crores in three separate instalments on three particular dates and the balance consideration of Rs.13 crores would be paid in 84 equal monthly instalments commencing from October 16, 2018 @ Rs.15,32,143/- after deduction of necessary TDS.

2. It is the contention of the petitioner that the cheques were duly handed over to the respondent who accepted the same and granted receipt. Simultaneous to the execution of the said agreement for sale, post dated cheques for payment of all the instalments were handed over to the respondent. The respondent used to deposit the cheques every month with her banker for encashment on the respective due dates. The cheques were cleared by the bank in usual course. On one or two occasions, the payments were also made through NEFT in view of the cheques not being encashed. The dispute arose when out of the total agreed consideration amount the petitioner paid Rs.13,72,61,980/- leaving a sum of Rs.77,38,100/- as a balance. In view of the default in payment, the agreement was terminated by a letter dated July 30, 2025. The petitioner replied to the said letter on August 11, 2025 indicating readiness and willingness to pay the balance amount and also indicating that, the remaining post dated signed cheques lying with the respondent could also be encashed.
3. As the respondent entered into an agreement with a third party in the midst of such controversy, the petitioner approached this court for an interim protection. This Court had directed status quo as regards nature, character possession of the premises to continue, for a period of three months within which time the parties were directed to invoke

arbitration. The notice invoking arbitration was issued on September 22, 2025. The petitioner suggested the name of a senior advocate to which the respondent opposed.

4. The fact that there is a dispute between the parties and that there is an existing arbitration clause under Clause (xiii) in the agreement is not in dispute. However, in view of the expiry of the named arbitrator, the petitioner has approached this Court for appointment of an arbitrator.
5. Under such circumstances, the Court appoints Hon'ble Justice Subrata Talukdar, former Judge of this Court, as the Arbitrator, to arbitrate upon the disputes between the parties. 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.
6. AP-COM/834/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)