

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE

AP/187/2025
BISWAJIT DEY
VS
EDEN SKY SCRAPPER AND REAL ESTATES

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

Appearance:
Mr. Ayan Mitra, Adv. ...for petitioner.

Mr. Abhishek Halder, Adv.
Mr. A. Mukherjee, Adv.
Mr. B. Karim, Adv.
Mr. Debabrata Halder, Adv.
Mr. Aritro Ghosh, Adv. ...for respondent.

The Court : The dispute arises out of a development agreement dated 12th July, 2019. The petitioner contends that his father had entered into the said agreement with the respondent. The respondent failed to take any action in terms of the development agreement.

Mr. Halder, learned advocate appearing for the respondent controverts such allegations and contends that a lot of time was consumed in trying to settle the tenants and to get the property free of all encumbrances. Sometime in 2024 the petitioner was asked for necessary documents so that the respondent could commence construction. Several correspondences were exchanged between the parties. However, the petitioner submits that he has expressed the desire of cancelling the development agreement and has informed the respondent about such intention. The respondent did not react.

The petitioner submits that upon termination of the agreement he is entitled to damages and Mr. Halder submits that some expenses were incurred in the process of vacating the tenants and getting the property ready for construction and, as such, the respondent has a counter claim.

A notice invoking arbitration was also issued by the petitioner. It appears that, clause 23.2 of the development agreement provides for

settlement of disputes by arbitration in the event joint meetings between the parties fail. It is submitted that, meetings were held, but the same did not yield any positive result.

Under such circumstances, this Court is of the view that the dispute should be settled by a learned Arbitrator in terms of clause 23.2 of the agreement.

Under such circumstances and in view of the pending dispute, this Court allows this application by appointing Mr. Satyam Mukherjee, learned Advocate (Mob:- 8017382322) as the learned Arbitrator. All questions are left open to be decided by the learned Arbitrator.

This order is passed subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his remuneration in terms of the Schedule of the Act.

AP-COM/187/2025 is accordingly disposed of.

(SHAMPA SARKAR, J.)

S. Mandi/pkd.