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

AP/188/2025
SRI VIVEK PRAHLADKA
VS
SMT JAYASREE ROYCHOUDHURY ALIAS JAYASREE
ROYCHOUDHURY

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 23rd December, 2025.

Appearance:

Mr. Prantiek Ghosh, Adv.

Ms. Poulami Saha, Adv.

...for the petitioner

Mr. Supratim Laha, Adv.

Ms. Priyakshi Banerjee, Adv.

...for the respondent

The Court: The petitioner has approached this Court under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an arbitrator to resolve the dispute between the parties arising out of an agreement for Assignment of Lease dated April 12, 2024. Clause 24 of the said agreement provides that the disputes arising out of or relating to or in connection with the agreement, the same shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The petitioner contends that the disputes arose between the parties on various grounds. The petitioner contends to have made payment of Rs. 70 crores towards satisfaction of his obligation under the agreement, but the

respondent did not execute the document by presenting it for registration. It is also contended that, the respondent did not approach the Department of Urban Development and Municipal Affairs for transfer of the property in the name of the petitioner, although the agreement provided so. Repeated letters were exchanged between the parties with regard to the disputes. It is also submitted that, the respondent had acknowledged receipt of payment made by the petitioner.

Learned advocate for the respondent however disputes the existence of the arbitration agreement and the agreement for assignment by lease. Dispute has also been raised with regard to the sum received. The parties failed to resolve the dispute. It also appears that complaints have been lodged before the Police Station by the parties against the each other. The notice invoking arbitration was issued on September 12, 2024. Learned advocate for the respondent also submits that the respondent did not enter into any such agreement. Moreover the agreement is inadmissible as the same is an unregistered document and insufficiently stamped.

Having heard the learned advocates for the respective parties, this Court is of the view that there is an existing dispute. The notice invoking arbitration has been issued in terms of the arbitration clause. Whether the agreement is in existence or not, is an issue of trial. Whether the signature belongs to the respondent has to be decided on evidence and the law is well-

settled that the learned arbitrator can appoint a handwriting expert to test the genuineness of the signature.

The jurisdiction of this Court is restricted to examine, prima facie, whether there is an arbitration agreement between the parties. This Court is not in a position to probe deeper, to ascertain whether the signature of the respondent is genuine or not. This exercise has to be undertaken by the learned arbitrator. The fact that the respondent was made to sign on blank papers and the application was created by misrepresentation is also an issue, which has to be decided on trial. With regard to the insufficiency of stamp, at the stage of deciding an application under Section 11(6) of the Arbitration and Conciliation Act, the respondent will be at liberty to raise this issue at the appropriate stage, i.e., when the document is tendered in evidence before the learned arbitrator. Under such circumstances, leaving all issues, including the issue of validity of the agreement open, the application is allowed. This order is restricted to appointment of an arbitrator in terms of the arbitration clause. The truth, veracity and correctness of the allegations made by the respondent shall be decided by the learned arbitrator. Allowing this application does not mean that the claims of the petitioner have been accepted by this Court.

The question of arbitrability of the dispute, validity of the document, admissibility of the claim, limitation shall be decided by the learned arbitrator.

Mr. Gopal Chandra Ghosh (Mob:- 8910215253), learned senior Advocate, 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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