

OCD 4

ORDER SHEET
AP-COM/885/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

M R CONSULTANTS PRIVATE LIMITED
VS
RAJARHAT IT PARK LIMITED

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

Appearance:
Mr. Soumava Mukherjee, Adv.
Mr. Indranil Munshi, Adv.
. . .for the petitioner.

Mr. Shiv Shankar Banerjee, Adv.
Mr. Arijeet Doss Mullick, Adv.
Ms. Esha Mazumdar, Adv.
. . .for the respondent.

The Court:

1. The petitioner prays for appointment of an Arbitrator upon recusal of the erstwhile learned Arbitrator. The said decision of the learned Arbitrator was communicated to the Registrar, High Court at Calcutta, Original Side. Learned advocates for the respective parties at the relevant point of time were duly communicated with such decision, by the Assistant Registrar, Original Side. Under such circumstances, the petitioner has filed this application to record termination of the

erstwhile proceeding and to appoint a learned Arbitrator, to adjudicate upon the disputes between the parties. The learned erstwhile Arbitrator was appointed by this Court.

2. It is contended by the petitioner that New Delhi is the place for the meetings, but as the exclusive jurisdiction is vested with the High Court at Calcutta, New Delhi cannot be read as a seat. The arbitration can be held at Kolkata as the parties are at Kolkata and the subject matter of the disputes are within Kolkata. No objection has been raised with regard to such submission.
3. Hence, this application is entertained.
4. The dispute arises out of an Agreement to Lease dated September 7, 2013 which contains an Arbitration Clause. The arbitration clause is quoted below:

“DISPUTE RESOLUTION BY ARBITRATION:

In the event of any differences or disputes arising between the parties herein in connection with or arising out of this Agreement including matters connected with the accuracy of bills, supply of Maintenance Services or interpretation of any of the terms and conditions hereof, which cannot be determined amicably, or settled through an agreement between the parties herein, the matter shall be referred to arbitration of sole arbitrator to be appointed by the Company whose decision

shall be final and binding upon the parties. The User hereby confirms that the User shall have no objection to this appointment even if the person so appointed, as the arbitrator, is an employee or advocate of the Maintenance Agency or is otherwise connected to the Maintenance Agency and the Lessee confirms that notwithstanding such relationship/connection, the Lessee shall have no doubts as to the independence or impartiality of the said arbitrator. Reference to arbitration shall be without prejudice to the right of the Maintenance Agency to effect recovery of arrears of dues (through disconnection of supply or otherwise). The arbitration proceedings shall be held at an appropriate location New Delhi alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto. The High Court at Kolkata alone shall have the jurisdiction.”

5. The company cannot appoint an arbitrator as unilateral appointment is barred by law. It is contrary to Section 12(5) of the Arbitration and Conciliation Act, 1996.
6. Under such circumstances, the Court appoints Hon’ble Justice Girish Chandra Gupta, former Chief Justice of Calcutta High Court, as the learned Arbitrator, to arbitrate upon the dispute between the parties.

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

7. The learned Arbitrator shall fix his own remuneration as per the Schedule of the Arbitration and Conciliation Act.
8. The application is, accordingly, disposed of.

(SHAMPA SARKAR, J.)

SP/