

OCD 6

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

AP-COM/937/2024
CHABI RANI GHOSH
VS
M/S SA CONSTRUCTION AND ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date : January 14, 2025

Mr. Rabindra Kumar Mitra, Adv.
Mr. Sourjya Das, Adv.
Ms. Poulami Bhowmik, Adv.
...for petitioner
Mr. Amal Kr. Das, adv.
...for respondents 1 & 2

The Court :- This is an application for appointment of an Arbitrator to arbitrate upon the dispute which has arisen between the parties, with regard to a development agreement dated August 13, 2021. The learned Advocate for the petitioner/landlord submits that the developer was required to obtain sanction from the municipality and construct the building in terms of the sanctioned plan within a period of eighteen months from the date of sanction with an extension of six months. Thus the said construction should have been completed with 2023. The allegation is that the developers/respondents have not yet taken/obtained any sanction. The petitioner wrote to the respondents to agree to cancel the development agreement. The respondents did not pay any heed to such request.

In terms of clause 23.1 of the development agreement, the petitioner invoked the arbitration clause. The respondents replied to such notice

invoking arbitration and submitted that the construction would take place eventually and respondents prayed for some more time to obtain a sanction plan. The fact that there is an existing dispute is on record. The notice invoking arbitration is also on record. The arbitration clause provided that if disputes arose out of the said agreement, the same shall be referred to the sole arbitration of a mutually agreed person and in the event of failure a Tribunal consisting of three members shall arbitrate the dispute. The petitioner nominated a learned Advocate as the sole arbitrator. The parties are before this Court. They admit and agree that in terms of first part of clause 23.1 of the development agreement, the dispute be referred to a sole arbitrator. Accordingly, the matter is disposed of by appointing Smt. Amrita Panja Moulick, Learned Advocate, (Mob.98362 17421) to arbitrate upon the dispute between the parties. This order is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

All points on the merits of the claim are kept-open.

The learned Arbitrator shall fix his own remuneration as per the schedule of the Arbitration and Conciliation Act, 1996.

AP-COM/937/2024 is accordingly, disposed of.

(SHAMPA SARKAR, J.)