

OD -8

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

AP/197/2025
KSHETRUM RESORTS PRIVATE LIMITED
VS
AMBARISH SINGH ROY

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 9th December, 2025.

Appearance:
Ms. Labanyasree Sinha, Adv.
Ms. Megha Das, Adv.
...for the petitioner

The Court: Affidavit of service is taken on record. Service has been refused. The postal articles have been filed in Court which contains the endorsement "Refused".

The petitioner prays for appointment of an arbitrator in terms of Clause 26 of the Memorandum of Understanding dated June 8, 2015. Prima facie, it appears to the Court that the parties by their conduct and by initiating several communications, had extended the time for performance of the obligation arising out of Memorandum of Understanding. The said Memorandum of Understanding provides that all disputes or differences arising out of the same shall be mutually discussed and referred to an arbitrator jointly appointed by the parties, in the event discussions fail. The arbitration proceedings were to be conducted in English. The petitioner contends that the respondent was supposed to hand over the vacant land to the petitioner in

terms of the Memorandum of Understanding and the petitioner was to construct a resort thereon. As the vacant land was not handed over, parties negotiated and extensions were sought for which ultimately raised the expectation that the dispute would be resolved. However, in view of the failure of the respondent to hand over vacant possession, the notice invoking arbitration was issued on April 2, 2025. The service thereof was refused by the respondent. Refusal is good service. In view of the existence of arbitration clause and the fact that the petitioner has raised certain disputes, the application is allowed. It is for the petitioner to prove before the learned arbitrator that the claims are not barred by limitation or by any other law. The question, whether by conduct, negotiations and communications, the parties had extended the time for performance of the contract is also matter of evidence which has to be looked into by the learned arbitrator.

Mr Tanmoy Mukherjee, learned Advocate, (+91 9874218610) is appointed as the learned Arbitrator.

All available objections as to jurisdiction of the arbitrator, arbitrability of the dispute, limitation etc., are left open. 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.)