

OCD 15

ORDER SHEET
AP-COM/1092/2024
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

MOHAMMAD NASIM KHAN AND ORS.
VS
MUNIR AHMED AND ORS.

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 16th January, 2025.

Appearance:
Mr. Tanmoy Mukherjee, Adv.
Ms. Anuradha Poddar, Adv.
Mr. Rudranil Das, Adv.
Mr. Soumava Santra, Adv.
...for the petitioners

Mr. Javed K. Sanwarwala, Adv.
Mr. Shariq A. Sanwarwala, Adv.
Ms. S. Aafrin, Adv.
...for the respondent nos.1, 2, 4, 5, 7, 11 and 12

The Court: The name of the respondent no.10 be expunged from the array of the respondents of the cause title.

It is admitted by the learned Advocate for the respondents that the son and daughter of the respondent no.10 are already on record.

Mr. Sanwarwala, learned advocate appears on behalf of the respondents and prays for a week's time to file the vakalatnama in the department. Such prayer is allowed.

Three of the signatories (developers) to the arbitration agreement have approached this Court for appointment of a learned Arbitrator in terms of clause 24 of the development agreement dated July 21, 2020. It is the contention of the developers that the landowners did not hand over possession of the land in question to the developers, suddenly revoked the power of attorney and terminated the agreement dated 21st July, 2020 by a communication dated 21st June, 2022.

The petitioners' advocate informed the respondents that the delay was on account of non-delivery of the land and prayed that a registered agreement be executed following handing over the land in question.

The advocate for the respondents denied the contentions of the learned advocate for the petitioners. It appears from the letter of termination dated June 21, 2022, that allegations of the petitioners were specifically denied and the petitioners were blamed for the delay in the execution of the registered deed as also the entire process. Rather, the respondents claimed compensation of Rs.1 crore. The learned advocate for the petitioners issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996 by invoking arbitration in terms of Clause 24 of the agreement. It appears that the cause of action arose within the jurisdiction of Howrah and this Court has jurisdiction to entertain this application. The arbitration clause and the notice invoking arbitration are on record. The issue of default on the part of the developer and the other allegations of the respondents against the petitioners shall be raised before the learned Arbitrator.

Accordingly, the Court appoints Mr. Rajarshi Dutta, learned Advocate (Mob. No.9903039663), as the Arbitrator, to arbitrate upon the dispute. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his own remuneration as per the Schedule of the Act.

AP-COM/1092/2024 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)