

OCD -18

ORDER SHEET

AP-COM/1096/2024

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION
ORIGINAL SIDE

RIKI PROPERTIES PRIVATE LIMITED & ORS.

VS

JYOTE MOTORS (BENGAL) PVT.LTD.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 16th January, 2025.

Appearance:

Mr. Ishan Saha, Adv.

Ms. Debjani Sengupta, Adv.

Mr. Rajib Mullick, Adv.

Mr. Ayantika Saha, Adv.

.... for the petitioner

Mr. Shuvanil Chakraborty, Adv.

...for the respondent

The Court: This is an application for appointment of an arbitrator in terms of clause 18 of the lease agreement dated 18th May, 2018. The contention of the petitioner is that the respondent was a lessee under the petitioners who failed to pay the lease rent in accordance with the terms and conditions of the lease agreement. The tenure of the lease expired. The lease was not renewed and the respondent continued to remain in the premises without paying a single farthing. The petitioners thereafter terminated the lease deed dated 18th May, 2018 by a notice dated July 20, 2024. By such notice, the

petitioners, through their learned advocate, asked the respondent to hand over vacant possession of the premises within 15 days from the receipt of the notice, failing which the petitioners reserved the right to take appropriate steps under the provisions of the lease agreement. The respondent still continued to remain in the premises. The petitioners treated the respondent as a trespasser in respect of the premises in question. Later, notice invoking arbitration was issued on August 20, 2024.

Mr. Chakraborty submits the respondent has continued to pay rent even after receiving the notice. He submits that this is a case of lease by holding over. Mr. Chakraborty further submits that the lessee is entitled to renewal as per the lease deed and that the petitioners had accepted the rent even after issuing the notice of termination of lease, asking the respondent to vacate the premises.

The petitioner however submits that the said rent was appropriated as occupational charges of the premises.

In any case, these disputed facts are to be decided by the learned arbitrator. The arbitration clause is not disputed. The notice invoking arbitration is available from the record.

Under such circumstances, keeping all the issues raised by the parties open to be decided by the learned arbitrator, the application is disposed of by appointing Mr. Swatarup Banerjee, learned advocate as the sole 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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