

In the High Court At Calcutta
CIVIL APPELLATE JURISDICTION

FMAT (ARBAWARD)/5/2026
SHRISTI INFRASTRUCTURE DEVELOPMENT
CORPORATIN LIMITED
VS
BHARAT OVERSEAS PRIVATE LIMITED AND
ANR
IA NO: CAN/1/2026

Mr. Krishnaraj Thakkar, Ld. Sr. Adv.
Ms. Bhawna Tekriwal, Advocate
Mr. Shivam Bhimsaria, Advocate
Ms. Ranita Jana, Advocate
... ... For the Appellant

1. Appeal is taken up for hearing out of turn.
2. Learned senior advocate appearing for the appellant submits that, the appellant seeks to move the appropriate Court, in view of the Judgment rendered by the co-ordinate Bench in **FMAT 26 of 2025 [Ratan Kumar Agarwal vs. M/s. Asmi Construction & Ors.]**.
3. None is present on behalf of the respondents.
4. Appellant applied under Section 9 of the Arbitration and Conciliation Act, 1996, seeking reliefs in respect of a development agreement.
5. **Ratan Kumar Agarwal (supra)** lays down that, a development agreement, in a given facts and circumstances of a case, can be construed to be an agreement in relation to an immovable property which is being used for commercial purposes. Therefore, disputes arising out of such development agreement will be commercial disputes within the

meaning of Section 2(1)(c)(vii) of the Commercial Courts Act, 2015.

6. Since the petitioner before us is taking a stand that the disputes involved are commercial in nature within the meaning of Section 2(1)(c)(vii) of the Act of 2015 and in view of the ratio laid down in **Ratan Kumar Agarwal (supra)**, we deem it appropriate to dismiss the present appeal along with the connected application.
7. Petition under Section 9 of the Arbitration and Conciliation Act, 1996 is also dismissed on the analogy of the same reasoning.
8. Parties are at liberty to avail of their remedies before the appropriate forum, in accordance with law.
9. We place on record that we do not enter into the merits of the disputes between the parties. All points raised are kept open.

[Debangsu Basak, J.]

[Md. Shabbar Rashidi, J.]