

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/68/2026
BENGAL PEERLESS HOUSING DEVELOPMENT
COMPANY LIMITED AND ANR
VS
PRIYA ENTERTAINMENTS PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 29th January, 2026.

Appearance:
Mr. Abhrajit Mitra, Sr. Adv.
Mr. Arindam Banerjee, Sr. Adv.
Mr. Aman AGarwal, Adv.
Mr. Rajib Mullick, Adv.
Ms. Rupjani Sen, Adv.
Mr. S. Chakraborty, Adv.
Mr. Vikram Sarhan, Adv. ...for petitioners.

Mr. Suvradal Choudhury, Adv. ..for respondent.

The Court: This is an application for appointment of an Arbitrator for settlement of disputes which arose between the parties out of an agreement dated 15th March, 2010.

The petitioner No. 1 was engaged as a developer and/or agent for the purpose of construction of a commercial complex at New Town, Kolkata on a land measuring 4.75 acres at Mouza Thakdari. The Board, that is, the petitioner no.2 was in possession of the said land. The petitioners jointly claim to be owners of the Cineplex at Axis Mall. The respondent is engaged in the business of exhibition of cinema and operates multiplexes under the brand name "Bioscope". The petitioners entered into an agreement with the respondent on March 15, 2010. The respondent was inducted as a licensee to operate the Cineplex. It is alleged that the agreement period came to an end, but the respondent did not hand over vacant possession.

A supplemental agreement was entered into on March, 9, 2017 in which revisions were made to the original existing agreement. The license

expired on March 31, 2025, a notice was issued upon the respondent to hand over vacant possession. The respondent exercised the right of renewal in terms of a covenant in the agreement prior to expiry of the license, but the petitioners are unwilling to renew the licence. Thus, it is evident that there are disputes between the parties. The petitioner also filed an application under Section 9 of the Arbitration and Conciliation Act, 1996 against the respondent before the Commercial Court at Rajarhat. The court recorded that the respondent had undertaken not to create any third party interest in respect of the Cineplex.

A notice invoking arbitration was issued by the respondent on December 5, 2025. Clause 29 of the agreement provides for settlement of disputes by arbitration. It provides that all disputes and differences by and between the parties to the agreement and in any way relating to or connected to the agreement shall be referred to arbitration.

Under such circumstances, The Hon'ble Justice T.S. Sivagnanam, former Chief Justice of Calcutta High Court, is appointed as the learned Arbitrator, to resolve the disputes between the parties.

All objections with regard to jurisdiction, arbitrability, maintainability of the claims, limitation, etc. are left open and to be raised before the learned Arbitrator, if raised.

This order is passed subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his remuneration in terms of the Schedule of the Act.

AP-COM/68/2026 is accordingly disposed of.

(SHAMPA SARKAR, J.)