

OCD 10

ORDER SHEET
AP-COM/72/2026
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

DSPL MINING PVT. LTD.
VS
SRI BUDDHA ENGINEERING AND
CONSTRUCTION PVT. LTD.

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 10th February, 2026.

Appearance:
Ms. Soni Ojha, Adv.
Ms. Sambrita B. Chatterjee, Adv.
...for the petitioner

The Court:

1. Affidavit of service is taken on record.
2. Despite service, none appears on behalf of the respondent.
3. The parties entered into a Dry Lease Agreement dated March 17, 2025.

The petitioner was the lessor and the respondent was the lessee. The respondent had taken on lease one Used L & T Surface Minor (SM) for their business. The agreement was for a period of 60 months. Monthly lease rental as per the agreement was payable by the respondent, at the rate of Rs.17,00,000/-, which was subject to increase, depending upon

the usage. The respondent agreed to pay the lease rentals as described in annexure to the rental schedule of the agreement.

4. The assets were duly delivered to the respondent and the respondent accepted the same upon being satisfied about the condition of the asset.
5. The respondent committed breach of the agreement by not adhering to the rental schedules, as per the petitioner. The agreement contains an arbitration Clause which is quoted below:

“Any dispute or differences arising out of or in connection with the agreement during its subsistence or thereafter between the parties including any disputes and differences relating to the interpretation of the agreement or any clause thereof shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules framed there under and any amendment, modification, statutory enactment thereto from time to time and shall be referred to the sole Arbitration of an Arbitrator appointed by Lessor on its own or upon request of the Lessee and/or guarantors in writing, upon intimation to all parties to this agreement.”

6. The parties agreed that the venue of arbitration would be Kolkata. There is no contrary indication with regard to the seat and as such, the jurisdiction of this Court has been invoked for appointment of an arbitrator. The parties also agreed to submit to the exclusive

jurisdiction of the courts in the city of Kolkata. Although the clause provides that the arbitrator will be appointed by the lessor, the petitioner has approached this Court for reference to arbitration, seeking resolution of the disputes arising out of non-payment of the lease rentals and consequential termination of the agreement. It is submitted that a learned receiver has already taken possession of the equipment on the strength of an interim order passed by the civil court. As the lessor can no longer appoint an arbitrator unilaterally, the application has been filed before this Court under Section 11(6) of the Act. The claim of the petitioner on account of non-paid lease rentals with interest comes to more than Rs.1,22,00,000/-.

7. Under such circumstances, the application is allowed by appointing Mr. Sakya Sen, Senior Advocate, Bar Library Club as the learned arbitrator to resolve the disputes between the parties. This appointment is 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. All questions with regard to arbitrability of the dispute, admissibility of the claim, limitation etc. are kept open to be decided by the learned arbitrator, if raised.

(SHAMPA SARKAR, J.)