

ORDER

OCD - 14

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/153/2026
M/S SURAKSHA DIAGNOSTIC LIMITED
VS
M/S ANAND CONSTRUCTION COMPANY

BEFORE
HON'BLE JUSTICE GAURANG KANTH
Date: April 01, 2026.

Appearance:-

Mr. Jayanta Sengupta, Adv.

Mrfd. Rahul Auddy, Adv.

Mr. Aditya Goopta, Adv.

Mr. Arpan Laha, Adv.

...for petitioner.

Mr. Kaustav Ratan Chakraborty, Adv.

Ms. Suparna Biswas, Adv.

...for respondent.

The Court:- The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitral Tribunal comprising a sole Arbitrator to adjudicate the disputes between the parties arising out of a lease agreement dated 25.01.2020.

Mr. Sengupta, learned counsel appearing for the petitioner submits that the parties entered into a lease agreement and the respondent, being a lessor in respect of ground floor and 1st floor of the premises being 190 G.T. Road, (West), Asansol, Pin No.713 304, had leased out the said property to the petitioner herein. It is submitted that the lease deed was executed for a period of nine years commencing from 15th January 2020 and continuing until 14th January 2029 for the purpose running a diagnostic medical centre. Learned counsel for the petitioner submits that under clause 5.4 of

the lease agreement, the respondent was under an obligation to provide uninterrupted water supply to the petitioner. However, the respondent allegedly failed to fulfil such obligation and the water supply to the leased premises was interrupted. It is contended that the interruption of water supply arose due to disputes regarding payment of water bill between the parties and the Anand Apartment Flat Owners Association, which ultimately led to disconnection of the water connection. Although the water connection was restored subsequently, such interruption allegedly caused substantial disruption to the functioning of the petitioner's diagnostic centre.

Learned counsel for the petitioner further submits that clause 16 of the agreement contains arbitration clause providing for resolution of disputes through arbitration by a sole arbitrator with the seat of arbitration at Calcutta. It is submitted that in view of the dispute that arose between the parties concerning the supply of water, the petitioner had earlier approached the Commercial Court at Asansol by filing application under Section 9 of the Arbitration and Conciliation Act, 1996 being Commercial Case No.13 of 2025. By an order dated 4th September, 2025 the said Court had granted an interim order restraining the respondent from withholding water supply to the leased premises. Subsequently, a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking the arbitration clause contained in clause No.9 dated 27th November, 2025 nominating Hon'ble Justice Ranjit Bag (retired) as the sole arbitrator was issued. It is submitted that upon receipt of the said notice, the respondent by a letter dated 29th December, 2025 denied the existence of any dispute between the

parties and refused to refer the matter to arbitration though the said letter admits that it was incumbent upon the respondent to supply water uninterruptedly.

Learned counsel for the respondent states that the dispute is arbitrable. He does not deny the existence of the arbitration clause under the lease agreement but raises the grievances only to the extent that the respondent being aged person and residing at Asansol would prefer the arbitration to be conducted at Asansol.

This Court cannot modify the terms of the contract. In view of the fact that the respondent had refused to refer the matter to arbitration, the petitioner has filed present application under Section 11 seeking appointment of an arbitrator.

Having considered the submissions made by the learned counsel for the parties and upon perusal of the materials placed on record, it appears that the existence of an arbitration agreement between the parties is not in dispute. The parties have also admitted to existence of an arbitration agreement. The disputes arising out of lease agreement are prima facie arbitrable. In such circumstance, and in view of the failure of the parties to mutually constitute an arbitral tribunal, this Court deems it appropriate to exercise its power under Section 11 of the Arbitration and Conciliation Act, 1996 and appoint Mr. Shatadru Chakraborty (Mob:- 9810209315) learned Senior Counsel, as the sole Arbitrator to adjudicate the disputes between the parties. The learned Arbitrator is directed to intimate his consent to the Registrar original (side) within two weeks from today.

All questions relating to arbitrability of the disputes, admissibility of the claims, limitation and other issues are kept open to be urged before the learned sole Arbitrator.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12 of the Arbitration and Conciliation Act, 1996.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)

R. D. Barua