

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

AP/31/2025

MOHAN LAL MULLICK
VS
SANTANU MALLICK

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 12th May, 2026.

Appearance
Mr. Mrinal Kanti Mukherjee, Adv.
...for the petitioner

Mr. Samrat Das, Adv.
...for the respondent

1. The Court: The petitioner has preferred the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator in terms of the Development Agreement dated 13th September, 2017 entered into between the petitioner and the respondent.

2. Learned Counsel appearing for the petitioner submits that the petitioner is the owner of the subject land and that the respondent, under the terms of the Development Agreement, had undertaken to provide the petitioner with a self-contained flat measuring 350 sq. ft. together with a car parking space admeasuring 60 sq. ft. on the ground floor of the property. It is further submitted that the respondent has committed breaches of the terms and conditions of the Development Agreement inasmuch as the said flat has not been allotted and/or handed over to the petitioner. Learned Counsel for

the petitioner further submits that the petitioner invoked the arbitration clause contained in the agreement by issuing a notice dated 20.12.2024 under Section 21 of the Arbitration and Conciliation Act, 1996, which was duly received by the respondent. However, despite receipt of the said notice, the respondent failed and neglected to respond thereto.

3. Learned Counsel appearing for the respondent submits that the petitioner has not approached this Court with clean hands and has suppressed the fact that the petitioner had received a sum of Rs.3.5 lakhs from the respondent in furtherance of the Development Agreement. However, Learned Counsel for the respondent does not dispute the existence and execution of the Development Agreement entered into between the parties and fairly submits that the disputes arising between the parties are governed by the arbitration clause contained therein.

4. Learned Counsel for the parties have mutually suggested the name of Mr. Vikas Baisya, Advocate (Mob: 9832132400), as the sole Arbitrator to adjudicate the disputes between the parties. Both the parties have consented to the name of the learned sole Arbitrator.

5. The learned Sole Arbitrator shall be entitled to fix his remuneration in accordance with the Fourth Schedule to the Arbitration and Conciliation Act, 1996, unless otherwise agreed by the parties.

6. The learned sole Arbitrator shall enter upon the reference subject to compliance with Section 12 of the Arbitration and Conciliation Act.

7. All questions, including those relating to limitation, maintainability of the claims, jurisdiction, and merits of the disputes, are expressly kept open to be decided by the learned Arbitral Tribunal.

8. A copy of this order shall be communicated to the learned sole Arbitrator to take necessary steps.

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

(GAURANG KANTH, J.)