

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP/114/2025
MRINAL KANTI MAJUMDER
VS
M/S M N D CONSTRUCTION

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 29th January, 2026.

Appearance:

Mr. Tarique Quasimuddiin, Adv.

Mrs. Zainab Tahur, Adv.

Mr. Soumen Biswas, Adv.

...for the petitioner

The Court: Affidavit of service is taken on record. Despite service, none appears for the respondent.

The petitioner claims that, as the owner of the property, he entered into a development agreement with the respondent on August 5, 2022. The petitioner alleges that the respondent wilfully and deliberately disobeyed the terms of the agreement and left the premises without completion of the work. The owner's allocation was not handed over. The petitioner also filed an application for injunction before the learned District Judge at Alipore and an ad-interim order of injunction was passed. The agreement dated August 5, 2022, contains a clause which provides that, all disputes and differences between the parties arising out of agreement shall be referred to arbitration. A notice invoking arbitration was issued by the petitioner to the respondent, on

February 13, 2025, pursuant to the liberty granted by this Court on January 21, 2025. The notice invoking arbitration was not in proper form.

Under such circumstances, I do not find any reason not to allow this application. On the earlier occasion, none appeared on behalf of the respondent. The earlier application was taken up by the Court on various occasions and paper publication was also done. Thus, this Court is of the view that no useful purpose will be served to keep this application pending, as the respondent is deliberately avoiding this Court.

Under such circumstances, in view of existence of the arbitration clause and in view of the dispute raised by the petitioner, the application is allowed, leaving the question of arbitrability of the dispute, admissibility of the claim, limitation etc. open and to be decided by the learned arbitrator, if raised.

Mr. Debdutta Raha, learned advocate, (8240476683, 9432075722) is appointed as the learned Arbitrator.

The learned Arbitrator shall comply with the provisions of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall be at liberty to fix his remuneration as per the schedule of Arbitration and Conciliation Act, 1996.

(SHAMPA SARKAR, J.)