

OD-8

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE

AP/67/2026

PRITIKANA DAW AND ANR
VS
IDEAL HEIGHTS PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 9th June, 2026.

Appearance:

Mr. Subhojit Seal, Adv.

Mr. Soumya Khan, Adv.

...for the petitioner

Mr. Romendu Agarwal, Adv.

...for the respondent

The Court: The petitioner has preferred the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a learned sole Arbitrator to adjudicate the disputes which have arisen between the parties out of the agreement for sale dated 25.06.2014.

It is the case of the petitioner that the respondent issued an allotment letter dated 25.07.2009 upon receipt of a sum of Rs.2 lakhs towards the booking amount whereby Flat No.9A, 9th Floor, Block Circus, having built up area 1170 sq. ft and a super built up area 1605 together with one covered parking space being no. C-8 at the project namely "Ideal Heights", at premises No. 302, A.P.C. Road, Kolkata – 700009 was allotted in favour of the petitioner for a total sale consideration of Rs.62,44,050/-. According to

the petitioner, a sum of Rs.25,22,272/- was paid by the petitioner on or before 10.06.2014. Thereafter, a formal agreement for sale deed dated 25.06.2014 was executed between the parties. According to the terms of the said agreement, the respondent was required to complete the construction of the said flat and execute and register the deed of conveyance in favour of the petitioner within a reasonable time. It is alleged that despite the lapse of considerable time, the construction of the said flat has still not been completed. The petitioner claims to be ready and willing to make payment of the balance consideration and obtain registration of the deed of conveyance in terms of the agreement upon execution thereof.

Learned Counsel for the petitioner states that a legal notice dated 28.04.2025 was issued, followed by a notice dated 25.11.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 and a further notice of demand dated 03.09.2025 calling upon the respondent to comply with its obligation under the agreement. Learned Counsel for the petitioner states that despite receipt of the said notices, the respondent failed to respond thereto or take any steps towards completion of the transaction.

Learned Counsel for the respondent does not dispute the agreement for sale or the arbitration clause contained in Clause 15 of the agreement for sale dated 25.06.2014.

This Court has heard learned counsel for both the parties and has perused the materials placed on record.

The agreement for sale, dated 25.06.2014 containing a valid arbitration clause, being Clause 15 thereof, is not in dispute. Disputes and differences have arisen between the parties in relation to the said agreement

for sale. The petitioner invoked the arbitration agreement by issuing a notice under Section 21 of the Arbitration and Conciliation Act, 1996 seeking reference of the dispute to arbitration. The said notice was duly received by the respondent. However, despite receipt of the said notice, the respondent failed to take any steps for resolution of the disputes or for appointment of an Arbitrator in terms of the arbitration clause contained in the said agreement for sale. Since the agreement for sale as well as the arbitration clause contained therein is not in dispute, this Court is of the *prima facie* view that there exists a valid agreement containing an arbitration clause being Clause 15 thereof. From the records, it is also evident that a valid notice under Section 21 of the Arbitration and Conciliation Act, 1996 has been issued to the respondent. In view thereof, disputes and differences have arisen between the parties out of and in connection with the agreement for sale dated 25.06.2014. Thus, this Court is satisfied that the present case is fit for reference to arbitration.

Accordingly, this Court appoints Mr. Aniruddha Bhattacharya, Advocate (Mobile No. 7388399433) as the learned sole Arbitrator to adjudicate the disputes between the parties.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12(5) 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.

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

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

(GAURANG KANTH, J.)

R.Bhar