

OCD-21

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/319/2026

NORTECH PROPERTY PRIVATE LIMITED
VS
SHRI ASOK CHAKRABORTY ALIAS CHUCKERBUTTY AND ORS

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 17th June, 2026.

Appearance:

Mr. Bhaskar Roy, Adv.
Ms. Debangana Dey, Adv.
...for the petitioner

Mr. Rajarshi Basu, Adv.
Mr. Subhrajyoti Ghosh, Adv.
...for the respondent

The Court: Affidavit of service is taken on record.

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 between the parties arising out of the development agreement dated 23.07.2014.

Learned Counsel for the petitioner submits that the development agreement was entered into between the parties whereby the respondent acted as the owner and the petitioner acted as the developer in respect of the premises situated at 98, Swinhoe Lane, P.S. Kasba, Kolkata 700042. Learned Counsel for the petitioner submits that in terms of the said development agreement, the petitioner was required to undertake

development of the said property whereas the respondent was required to ensure the lawful eviction of the tenants occupying the premises and thereafter hand over the peaceful vacant possession of the property to the petitioner. The respondent was also required to take necessary steps for correction of principal records relating to the said premises. It is the contention of the petitioner that the petitioner had incurred substantial expenditure amounting to Rs.12,81,020/- towards the site related expenses including the purchase of materials, legal expenses and payment of municipal taxes. Learned Counsel for the petitioner submits that he is not pressing prayer (b) of the petitioner and confines the relief sought to prayer (a), namely, the appointment of the learned sole Arbitrator.

Learned Counsel for the respondent, on the other hand, submits that the petitioner failed to hand over the possession of the property and contends that the development agreement has become void and unenforceable. He further denies the receipt of any advance or other payment from the petitioner under the said agreement.

Learned Counsel for the parties, at this stage, do not dispute the existence of the development agreement and the arbitration clause contained therein. The parties further consent to the appointment of a learned sole Arbitrator in terms of the development agreement and the arbitration clause contained therein.

In view of the same, this Court appoints Ms. Namrata Basu, Advocate (Mobile No. 9674752129) 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.)