

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE

AP/91/2026

DILIP NARAYAN SAHA

VS

M/S. GAJRUP VANIJYA PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 23rd June, 2026.

Appearance:

Mr. Shuvasish Sengupta, Adv.

Ms. Akanksha Mukherjee, Adv.

Ms. Shyantee Datta, Adv.

...for the petitioner

Mr. Dyutiman Banerjee, Adv.

Mr. Debjit Dutta, Adv.

...for the respondent no.1

Ms. Samaita Das Chowdhury, Adv.

...for the respondent no.2 to 5

The Court: The present arbitration petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitral Tribunal comprising a learned sole Arbitrator to adjudicate the disputes arising out of the Development Agreement dated 23rd March, 2017 and a supplementary development agreement dated 12th June, 2019 executed between the parties.

Learned Counsel for the petitioner submits that the petitioner and the respondent nos.2 to 5 and one deceased co-owner were the owners of the premises no.61B, R. K. Chatterjee Road, Kolkata, 700042. For development

of the said property the owners entered into a registered development agreement dated 23rd March, 2017 with respondent no.1, the developer. Under the terms of the said agreement the owners and developers were each entitled to 50% of the total covered area to be constructed on the said property. A registered power of attorney was also executed in favour of the respondent no.1 on 17.04.2017 for implementation of the said project. Subsequently, the parties entered into a supplementary agreement dated 12th June, 2019 wherein the petitioner's allocation was identified and earmarked.

It is the petitioner's case that in terms of the said supplementary agreement he became entitled to flat no.1C on the first floor together with car parking and flat no.1B in part consideration of the shortfall in the allotted area.

The petitioner states that he had paid a total sum of Rs.13,26,000/- towards acquisition of possession of a portion of the flat no.1B. Learned Counsel for the petitioner further states that the respondent no.1 failed to complete the project within the contractual period stipulated under the agreements. Despite repeated reminders and requests possession of the said flats was neither allocated and nor handed over to the petitioner.

Learned Counsel for the petitioner further states that the respondent no.1 had taken steps to induct third parties and deal with portions of the project without obtaining the completion certificate and without first delivering the owners' allocation in terms of the agreement. He further states that the petitioner was compelled to initiate Section 9 proceedings before the competent Court and wherein an order of injunction restraining alienation

of the said property was passed and continues to remain in force vide order dated 27th January, 2026 in Misc. Case (Arbitration) No.03 of 2026.

Learned Counsel for the petitioner further states that the aforesaid agreements contain an arbitration clause providing for resolution of the disputes through arbitration. He states that a notice under Section 21 of the said Act was issued on 13th February, 2026. Despite receipt of the said notice, the respondents failed to take any steps for constitution of the arbitral tribunal, nor did they consented to the appointment of an Arbitrator.

Learned Counsel for the respondent appears and states that he does not dispute the said agreements entered into between the parties dated 23rd March, 2017 and 12th June, 2019. He further states that the said agreements contain an arbitration clause. It is further contended that the parties have agreed to the appointment of a sole Arbitrator in place of three-members arbitral tribunal contemplated under the arbitration clause contained in the said agreements. The parties jointly consent to the appointment of Mr. Ayan Banerjee, Advocate as the learned sole Arbitrator to adjudicate the disputes between the parties.

Accordingly, this Court appoints Mr. Ayan Banerjee, Advocate, (Mob. No. 9830916210) as the sole Arbitrator to adjudicate the disputes between the parties.

All questions relating to arbitrability of the dispute, 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(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.

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

(GAURANG KANTH, J.)

S. A.
AR (CR)