

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

AP/95/2025

BANANI DEY
VS
TAMASI MAJUMDER AND ORS.

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 5th May, 2026.

Appearance
Mr. Subhabrata Datta, Adv.
Mr. Aranya Saha, Adv.
...for the petitioner

1. The Court: Affidavit of service is taken on record.
2. Despite service, none appears for the respondents.
3. The petitioner has preferred the present application under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties.
4. Learned Counsel for the Petitioner submits that the petitioner entered into an Agreement for Sale on 19th June, 2013 with the respondents for purchase of a residential flat.
5. Learned Counsel for the petitioner states that upon entering the said agreement the petitioner had made a payment of Rs. 22,00,000/- towards purchase of the said flat though the total sale consideration was Rs. 63,20,000/-. He further states that the petitioner had paid the entire sum of Rs. 63,00,000/- to the respondents/developers, however, till date the respondents have not executed a sale deed in

favour of the petitioner in terms of the agreement for sale. He further points out that the petitioner had earlier approached the State Consumer Disputes Redressal Commission seeking specific performance of the said agreement however, the said agreement is dismissed for non-prosecution by the State Consumer Disputes Redressal Commission by an order dated 30th July, 2024. The Petitioner thereafter issued a notice dated 01.04.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, invoking the Arbitration Clause contained in the Agreement for Sale. The said notice was duly received by the Respondents. However, no response has been forthcoming from the Respondents to the said notice.

6. In view of the aforesaid, the Petitioner has approached this Court by filing the present application under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
7. Upon consideration of the materials placed on record and the submissions advanced by the Learned Counsel for the Petitioner, this Court finds that the Agreement for Sale dated 19.06.2013 contains an Arbitration Clause, being Clause 23 thereof. The Petitioner invoked the said arbitration clause by issuing notice dated 01.04.2025 under 21 of the Act and the aid notice was duly received by the Respondent. Despite the receipt of the same, the Respondent failed to act.
8. In view of the aforesaid, having regard to the limited scope of examination under Section 11 of the Act, which is confined to the

existence of a valid agreement containing an Arbitration Clause, and the same being evident on record in the present case, this Court is of the considered view that a Sole Arbitrator shall be appointed to adjudicate the disputes between the parties.

9. In view of the same, this Court appoints Mr. Sunil Kumar Singhania, Advocate (Mob: 9831101191), as the learned sole Arbitrator to adjudicate the disputes between the parties.
10. The learned Sole Arbitrator shall be entitled to fix his remuneration in accordance with the Fourth Schedule to the Arbitration and Conciliation Act, 1996.
11. The learned Arbitrator shall, prior to entering upon the reference, make the necessary disclosure in terms of Section 12 of the Act.
12. All questions, including those relating to limitation, maintainability of claims, jurisdiction, and merits, are expressly kept open to be decided by the learned Arbitral Tribunal.
13. The Petitioner shall communicate a copy of this order to the learned Sole Arbitrator forthwith for necessary action.
14. With the aforesaid directions, the present application stands disposed of.

(GAURANG KANTH, J.)