

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

AP/159/2025
SRI PANCHU GOPAL DEY
VS
BIPLOB GHOSH

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 29th January, 2026.

Appearance:
Mr. Debdutta Raha, Adv.
...for the petitioner

The Court: Affidavit of service is taken on record. It appears that paper publication, as directed by this Court, has been made. Despite such publication,, none appears on behalf of the respondent.

The petitioner entered into a development agreement on October 9, 2021, with the respondent. The petitioner also executed a power of attorney on October 9, 2021. The time for completion of the construction was 18 months with a grace period of three months. Thus, as per the clauses in the development agreement, the time for completion would be towards the end of 2023. The petitioner alleges that part construction was made and then the respondent abandoned the construction. The respondent was also liable to pay to the petitioner rent for the premises to which the petitioner was relocated after handing over possession of the property. Payment of such rent was not made by the respondent from August, 2024. The petitioner invoked arbitration by a notice dated January 31, 2025.

Under such circumstances, it appears that there are disputes. The arbitration clause is quoted below :

“12.1 In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this agreement or with regard to the construction or interpretation of this agreement or any of the terms herein contained, the same shall be settled amicably between the parties hereto, if the same is not settled then the matter will be referred to the Arbitration consisting of three members each party will appoint one and third will be appointed by the said two and the decision of the majority will be binding upon the parties hereto and/or same will be proceed according to law or as per provision of Arbitration and Conciliation Act, 1996 as amended up to date.”

The claim does not, prima facie, appear to be a deadwood.

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. Tarique Quasimuddin, learned advocate, (9831853153, 9831080374) 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.)