

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

AP/215/2025
MANSUR ALI KHAN
VS
GREYSTONE CONCRETE SOLUTIONS PRIVATE LIMITED AND ANR.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 27th January 2026

Appearance:-

Mr. Prikshit Basu, Advocate
Ms. Bidisha Manna, Advocate
... for the petitioner.

The Court:- Despite service, none appears on behalf of the respondents. The affidavit of service is taken on record.

The petitioner prays for appointment of an arbitrator. The dispute arose out of an agreement dated June 11, 2024, which was an agreement for sale of sali land situated over various plots at Mouza Khajurna, P.S. Bagnan, District Howrah, measuring a total area of about 3.49 acres. The petitioner is the buyer. The petitioner agreed to purchase the land for a total consideration of Rs.1,84,97,500/- and had duly paid earnest money to the tune of Rs.18 lakh. It is submitted that Clause 8 of the agreement for sale provided that the deed of sale shall be executed and registered upon payment of the remaining consideration within three months from the date of signing of the agreement, subject to compliance of other covenants and obligations with regard to obtaining no-objections from statutory authorities.

The seller was required to obtain the no-objection certificates. On the assurance given by the respondents that the no-objections would be obtained in due course, the petitioner arranged for the consideration money. It is alleged that the respondents coerced the petitioner to pay up the remaining consideration without complying with the other provisions of the agreement. Even after expiry of three months, the deed of conveyance was not executed.

The petitioner raised a dispute and invoked the arbitration clause by a letter dated April 17, 2025, when despite several requests, the respondents failed and neglected to execute the deed of conveyance. The said notice was duly delivered to the respondents.

Clause 20 of the agreement for sale provides that the disputes and differences would be referred to arbitration, which would be held at Kolkata. The parties mutually agreed to refer the dispute to a sole arbitrator, or in case of disagreement on the appointment of the sole arbitrator, three arbitrators would be appointed, one by each party, and the two appointed arbitrators shall jointly appoint the third arbitrator.

The above mechanism has failed. This Court appoints Ms. Shebatee Datta, learned Advocate (9123785258, 9830785658) as the learned arbitrator to resolve the disputes between the parties. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall fix his remuneration, in terms of the Schedule of the Act. All questions with regard to arbitrability of the dispute,

admissibility of the claim, limitation etc. are kept open to be decided by the learned arbitrator, if raised.

AP/136/2025 is disposed of.

(SHAMPA SARKAR, J.)

S. Kumar