

OD-21

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE

AP/64/2026

PRANOB KUMAR GHOSH
VS
M/S. S.A. ENTERPRISE AND ORS

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 5th May, 2026.

Appearance:

Mr. Tarique Quasimuddin, Adv.
Ms. Zainab Tahur, Adv.
...for the petitioner

Ms. Paramita Sahu, Adv.
Mr. Tanmoy Chakraborty, Adv.
Mr. Akash Das, Adv.
...for the respondent

The Court: The petitioner has preferred the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties.

The dispute between the parties have arisen in relation to the development agreement dated 02.11.2019. It is the case of the petitioner that the petitioner is the absolute owner of the land situated under Mouza Kalidaha, J.L. No. 23, C.S. Plot No. 138, E/P No. 126/1, (S.P. No. 77), presently bearing Holding No. 150, Daga Colony, under Ward No. 15 of the South Dum Dum Municipality under Police Station – Dum Dum (now Nagerbazar), A.D.S.R. Cossipore Dum Dum in the District of North 24-

Parganas. For the purposes of development of the said land, the parties entered into a registered development agreement dated 02.11.2019. In furtherance thereof, the petitioner also executed a registered Power of Attorney dated 02.11.2019 in favour of the respondent. Disputes and differences have arisen between the parties and the petitioner had invoked the arbitration clause as contained in the development agreement by issuing a notice dated 20.06.2025 under Section 21 of the Arbitration and Conciliation Act, 1996. Despite receipt of the said notice, the respondent has failed to take any steps for constitution of the arbitral tribunal or for resolution of the disputes between the parties.

Learned Counsel for the petitioner states that the petitioner had approached the Court of the learned Additional District Judge at Barasat, North 24 Paraganas by filing an application under Section 9 of the Act wherein vide order dated 23.06.2023, the respondents were restrained from transferring the said property in question.

Learned Counsel for the respondent states that the said Section 9 application has been dismissed for default vide order dated 23.04.2026. Learned Counsel for the respondent further states that she does not dispute the agreement entered into between the parties, nor does she dispute the existence of the arbitration clause contained therein.

Since the parties are ad idem as to the existence of the arbitration clause contained in the said Development Agreement, the parties consent to the appointment of a learned sole Arbitrator.

Learned Counsel for the parties have mutually agreed to the appointment of Mr. Ishaan Saha, Advocate as the sole Arbitrator to adjudicate the disputes between the parties.

Accordingly, this Court appoints Mr. Ishaan Saha, Advocate, (Mobile No. 9836011990) 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 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 questions regarding arbitrability of the disputes, admissibility of the claims, limitation and other issues are expressly left open to be urged before the learned sole Arbitrator.

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

(GAURANG KANTH, J.)