OCD-7

In The High Court at Calcutta
Commercial Division
Original Side

AP-COM/915/2026

CENTRAL HOLDING PRIVATE LIMITED
VS
SUSANTA CHANDRA AND OTHERS

BEFORE:
The Hon'ble JUSTICE ANIRUDDHA ROY
Date: November 23, 2026.

Appearance:
Mr. Haradhan Banerji,
Md. Nurul Haque,
Mr. Manabendra Thakur,
Mr. Partha Pratim Mukherjee,
Mr. Iqra Firdous,
Mr. Syed Omar Touhid,
Mr. Suresh Shaw
...advocates for the petitioner

Mr. Subham Gupta,
Mr. Nadeem Khan,
Mr. Shibam Das
...advocates for the respondent nos. 1 and 2

Mr. Rohit Das,
Mr. Kishwar Rahaman,
Mr. Sristi Roy
...advocates for the respondent nos. 3,4 and 5

The Court: Upon urgency pleaded and since the regular determination has been assigned before this Court, the instant application has been taken up for consideration.

This is an application filed by the petitioner-developer under **Section 9** of the **Arbitration and Conciliation Act, 1996** (hereinafter, the Arbitration Act).

Mr. Haradhan Banerji, learned advocate appears for the petitioner.

Mr. Subham Gupta, learned advocate appears for the respondent nos. 1 and 2.

Mr. Rohit Das, learned advocate (vc) appears for the respondent nos. 3, 4 and 5.

Notice of motion and affidavit of service filed in Court today are taken on record.

There are two sets of development agreement both dated **August 17, 2022**. The first development agreement at **page 48 (Volume-1)** of the instant petition (hereinafter, the first agreement) was entered into and executed by and between the petitioner and the respondent nos. 1 and 2 whereas the second development agreement at **page 136** of the petition was entered into and executed by and between the petitioner and the respondent nos. 3, 4 and 5 (hereinafter, the second agreement).

Mr. Haradhan Banerji, learned advocate for the petitioner submits that the respondents are the owners of the subject premises with whom by the said two separate development agreements, the petitioner had agreed to develop the premises. Mr. Banerji further submits that disputes and differences arose with the respondent nos. 1 and 2 who are the 2/7th owners of the subject premises and the respondent nos. 3, 4 and 5 are the 5/7th owners of property. The subject immovable property is an undivided one and, therefore, all the co-sharers have their undivided shares on the property.

Mr. Rohit Das, learned advocate (vc) appearing for the respondent nos. 3, 4 and 5 submits that the said respondents have no dispute with the petitioner. Mr. Haradhan Banerji, learned advocate has also confirmed such submission of Mr. Das.

At this juncture, Mr. Haradhan Banerji, learned advocate submits that, since disputes and differences are there between the petitioner and the respondent nos. 1 and 2, the related arbitration agreement is the said first agreement at **page 48** of the petition. Hence, he prays for deletion of the names of the respondent nos. 3, 4 and 5 from the array of the respondents in the instant application. He submits that respondent nos. 3, 4 and 5 may be expunged. The petitioner shall only proceed against the respondent nos. 1 and 2 in this arbitration proceeding.

Accordingly, the names of the respondent nos. 3 to 5 stand **deleted** from the array of the respondents and scope of the proceeding and, as such, they stand expunged from the arbitration proceeding.

The deletion shall be effected in course of the day by the learned advocate on record for the petitioner by putting his signature on the cause title of the original arbitration application.

Mr. Haradhan Banerji, learned advocate now prays for interim reliefs against the respondent nos. 1 and 2.

The petitioner alleges several breaches of development agreement on the part of the respondent nos. 1 and 2 who are the undivided 2/7th owners of the property and accordingly, the petitioner prays for an injunction upon the respondent nos. 1 and 2 so that they shall not be permitted to deal with the property in any manner.

At this juncture, Mr. Subham Gupta, learned advocate, on instruction from his clients i.e. respondent nos. 1 and 2, submits that the respondent nos. 1 and 2 shall not deal with and/or transfer and/or encumber and/or create any third party right, title or interest over and in

respect of their undivided 2/7th shares of and in the subject property. He further submits, on instruction, that they are prepared to proceed with the arbitration.

After considering the **prayers (a) and (b)** from the instant arbitration application, this Court finds and is also of the view that, in view of the undertaking recorded by the respondent nos. 1 and 2, there is no further scope to proceed with **prayer (a)**. Insofar as the **prayer (b)** is concerned, this Court is of the firm and considered view that the same cannot be granted at this stage and the same should be an issue before the arbitral Tribunal.

It is made clear that this Court has not expressed any opinion on the merit of the **prayer (b)** in the application and all points are kept open for the parties to urge before the arbitral Tribunal.

Since affidavits are not called for, the allegations made in this application are deemed not to have been admitted by the respondents. Nothing further left to be decided in this application and, as such, **AP-COM/915/2026** stands **disposed** of, without any order as to costs.

On the prayer of both Mr. Subham Gupta, learned advocate and Mr. Rohit Das, learned advocate for the respondents, leave granted to file the **Vakalatnama** by the respondents in the department through their respective learned advocates on record within **a week from date**.

(ANIRUDDHA ROY, J.)

Arsad