OCD-10

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/728/2026

Durgapur Steels Limited AND ANR
VS
Rangooni Iron and Steel Private Limited

BEFORE:
The Hon'ble JUSTICE GAURANG KANTH
Date : 12th October, 2026.

Appearance:
Mr. Aurin Chakraborty, Adv.
Mr. Iresh Paul, Adv.
...for the petitioner

Mr. PurnenduModak, Adv.
..for the respondent

The Court: The petitioner has preferred the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking constitution of an arbitral tribunal in terms of Clause 25 of the Lease Agreement dated 1stAugust, 2025.

The petitioner states that the petitioner had entered into the Lease Agreement with the respondent in respect of a manufacturing unit situated at 3511, Lenin Sarani, Industrial Area, near Indian Oil Gate, P.O. – Durgapur, District-Paschim Bardhaman, West Bengal -713 210 comprising approximately 2.05 acres of land along with plant, machineries, equipment and other ancillary accessories. He states that the lease period was for a period of three years at a monthly rental of Rs.30,00,000/- per month.

The petitioner alleges that the respondent paid only Rs.48,22,384/- towards the alleged lease rent,leaving approximately Rs.2,10,00,000/- outstanding for the period of the lease. The petitioner further claims Rs.1,61,77,616/- towards damages for breach of the agreement together with applicable interest and a further sum of Rs.56,91,864/- towards pending repairs, along with electricity, water and other ancillary charges. The petitioner further states that he invoked the arbitration clause by issuing a notice under Section 21 of the Act dated 9thJuly, 2026.

Learned Counsel for the respondent states that the execution of the lease agreement and the arbitration clause contained therein are not disputed. He consents to the appointment of a sole Arbitrator to adjudicate the disputes and differences between the parties.

Though this Court notes that the Clause itself enumerates a panel of Arbitrators, but with the consent of the parties, a sole Arbitrator is appointed to adjudicate the disputes and differences between the parties.

Accordingly, with the consent of the parties, this Court appoints Mr. Debajyoti Basu, Senior Advocate (Mobile No. 9830084479) as the learned sole Arbitrator to adjudicate the disputes and differences that have arisen between the parties out of the lease agreement.

The learned Sole Arbitrator shall enter upon the reference after making the disclosure in terms of Section 12(1) of the Act and subject to the provisions of Section 12(5) thereof.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act or as may be mutually agreed between the parties.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

It is clarified that all questions relating to the arbitrability of the disputes, maintainability, claim, counter-claim, limitation, jurisdiction, and all other issues are left open to be urged before the learned Sole Arbitrator, who shall decide the same in accordance with law.

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

(GAURANG KANTH, J.)

bp.