

IN THE SUPREME COURT OF BANGLADESH  
HIGH COURT DIVISION  
(CIVIL REVISIONAL JURISDICTION)

Present:

**Mr. Justice Zafar Ahmed**

**Civil Revision No. 1041 of 2023**

Md. Ruhul Amin

..... Petitioner

-Versus-

Electra International

.... Opposite party

Mr. Nuruzzaman, Advocate

..... For petitioner

Mr. Sk. Atiar Rahman, Advocate

.... For opposite party

**Heard and Judgment on: 28.04.2025**

Md. Ruhul Amin (petitioner herein) and opposite party Electra International entered into a commercial tenancy agreement in which the petitioner is the landlord and opposite party is the tenant. Clause 18 of the agreement contains arbitration clause. Dispute arose between the parties. The opposite party tenant eventually filed Arbitration Miscellaneous Case No. 537 of 2022 before the learned District Judge, Dhaka under Section 12 of the Arbitration Act, 2001 for appointment of arbitrators for settlement of the dispute arising out of the said tenancy agreement. The petitioner landlord entered appearance in the said case and contested the same. The learned District Judge, vide order dated 12.02.2023 appointed Mr. Md.

Nuruzzaman, retired District and Sessions Judge as arbitrator for the tenant Electra International and Mr. Md. Shahidul Islam Azami retired Senior District and Sessions Judge as arbitrator for the landlord Md. Ruhul Amin. The learned District Judge directed the arbitrators to appoint an additional arbitrator to act as Chairman of the Tribunal. Challenging the said order, the landlord has filed the instant revision and obtained the Rule.

I have heard the learned Advocates of both sides and perused the materials on record. Admittedly, the commercial tenancy agreement contains an arbitration clause. The parties could not settle the dispute amicably. The tenant took recourse to the arbitration clause and filed the instant miscellaneous case for appointment of arbitrators as per provisions of Section 12 of the Arbitration Act, 2001. Learned District Judge, in exercise of his power conferred upon him by Section 12 of the Arbitration Act, rightly passed the order dated 12.02.2023 which has been challenged in the instant Rule. I do not find any illegality in the impugned order. Hence, the Rule fails.

In the result, the Rule is discharged. The arbitrators are directed to appoint the Chairman of the Tribunal in accordance with the arbitration clause as well as the provisions of the Arbitration Act, 2001 and dispose of the matter expeditiously.