

ORDER SHEET

In The High Court at Calcutta

Commercial Division

Original Side

AP-COM/693/2026

PURBA CHATTOPADHYAY

-VS-

ANINDYA SUNDAR MAJUMDAR AND ORS.

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 31st August, 2026.

Appearance:

Mr. Kushal Chatterjee, Adv.

Mr. Debrup Choudhury, Adv.

Mr. Shibjit Mittra, Adv.

...for the petitioner

Mr. Rahul Singh, Adv.

...for the respondents

The Court :- Affidavit-of-Service is taken on record.

The petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole Arbitrator to adjudicate the disputes and differences that have arisen out of and in connection with a Deed of Partnership dated 3rd October, 2018 relating to the partnership firm carrying on business in the name and style of 'Brainweb Info Solutions'.

The petitioner and respondents are partners of the said firm. According to the petitioner, disputes have arisen between the partners concerning the management and affairs of the partnership including operation of the firm's bank accounts, financial transactions and access to business records, management of the office, alteration of passwords,

handling of the firm's books and certificates and other materials relating to the conduct of the partnership business.

Learned Counsel for the petitioner states that as per clause 18 of the Deed of Partnership, the parties have agreed to subject themselves to arbitral proceedings in case of any dispute arising out of the partnership deed dated 3rd October, 2018. He further states that the said arbitration clause has been duly invoked by issuance of a notice under Section 21 of the Act dated 13th July, 2026, invoking the arbitral proceedings. The said notice was duly replied to by the respondents vide reply dated 20th July, 2026 whereby the respondent objected to the proposed name of the Arbitrator suggested by the petitioner.

Learned Counsel for the respondents states that he admits the execution of the partnership deed dated 3rd October, 2018 and does not dispute the arbitration clause contained therein. He concedes to the appointment of an Arbitrator in terms of the said partnership dated 3rd October, 2018.

In view of the same and with the consent of the parties, Mr. Abhidipto Tarafder, Advocate, High Court, Calcutta (Mob. No. 8697194588) is appointed as the sole Arbitrator to adjudicate the dispute between the parties.

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 fix his remuneration in terms of the Fourth Schedule of the Act or as may be agreed between the parties.

A copy of this order shall be communicated to the learned Sole Arbitrator to take necessary steps.

It is clarified that all questions relating to the arbitrability of the disputes, the admissibility of the claims, 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.)

*S.A.
AR (CR)*