

ORDER

OC-20

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/104/2025
CHETNA KAPOOR
VS
ANIL KAPOOR & OTHERS

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 3rd March 2025.

Appearance:

Mr. Ritoban Sarkar, Advocate
Mr. Subhradip Roy, Advocate
Mr. Souvik Bose, Advocate
... for the petitioner.

Ms. Ujjaini Chatterjee, Advocate
Mr. Sidhartha Basu, Advocate
... for respondent Nos.1, 2 and 3.

Mr. Raurav Purkayastha, Advocate
Ms. Sushmita Choudhury, Advocate
... for respondent No.4.

1. This is an application for appointment of a learned arbitrator on the strength of a deed of partnership executed by and between the parties on October 1, 2018. Clause 24 of the said reconstituted partnership deed provides for settlement of dispute by one or more arbitrator as may be selected by the partners and the award of such arbitrator or arbitrators shall be final and binding.
2. The petitioner contends that a supplementary deed was also executed on the same day, leaving out the petitioner. The petitioner alleges deprivation of her right and interest in the partnership business and submits that

disputes have arisen between the parties. Learned advocate for the respondent No.4, one of the partners, raises a dispute with regard to the claim of the petitioner and also submits that the supplementary deed was executed within the knowledge of the petitioner and her son signed the said supplementary deed as a witness.

3. The Court finds that the dispute is alive. Whether the petitioner was aware of the supplementary deed and had consented to her son being a witness to the supplementary deed etc. are live disputes. The question why and how the petitioner was not made a signatory to the supplementary deed, which was executed on the same date when the partnership deed was reconstituted, with the petitioner as one of the partners, are disputes to be resolved in arbitration. It is also submitted that apart from the petitioner, the other partners also have inter se dispute.
4. The petitioner claims to be a sleeping partner and a house-wife, not fully aware of the day to day affairs of the said partnership. However, when she received a copy of the supplementary deed, she consulted her learned advocate and was advised to raise a dispute in accordance with the dispute resolution clause. The averments in the application revealed that the petitioner tried to resolve the dispute amicably, but such efforts failed. Accordingly, the notice invoking arbitration was issued on April 15, 2024.
5. Under such circumstances, this Court is of the view that the issues with regard to arbitrability of the disputes, the delay in invoking the arbitration which, prima facie, appears to be a mixed question of law and fact, are

required to be proved by evidence and other issues which have been raised by Ms. Chatterjee and Mr. Purkayastha.

6. With regard to the disputes inter se between the parties, such issue shall also be available before the learned Arbitrator and accordingly, the learned Arbitrator shall decide such issues.
7. Under such circumstances, the application is allowed. This Court appoints Mr. Swarnendu Ghosh, learned Senior Advocate (Mobile No.9831264232) as the arbitrator to arbitrate upon the disputes between the parties. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The learned arbitrator shall fix his own remuneration as per the Schedule of the Act.

(SHAMPA SARKAR, J.)