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IN THE HIGH COURT AT CALCUTTA
Original Civil Jurisdiction
ORIGINAL SIDE

AP/29/2025
ASHOK PAL
VS
SRI AMAR NATH KARAR

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date : February 25, 2025

Mr. Satrajit Sinha Roy, Adv.
Ms. Susmita Adhikary, Adv., Adv.
Mr. Ashis Bhukta, Adv.
...for petitioner.

Mr. Dyutiman Banerjee, Adv. (VC)
Mr. Vishal Mallick, Adv.
....for respondent

The Court :- 1. This is an application for appointment of a learned Arbitrator on the strength of clause 22 of the partnership agreement dated August 18, 2025.

2. The petitioner contends that the respondent, by treating the partnership business to be dissolved, unilaterally withdrew funds from the business. The bank statements have been relied upon in support of such contention. Paragraph 6 of the application enumerates the nature of the dispute. The notice invoking arbitration also mentions in some detail, the mode and manner in which the dispute arose. The existence of the arbitration clause in the partnership agreement is not in dispute. The reply given by the respondent dated 4.12.2024 to the notice invoking arbitration, prima facie, discloses that disputes have arisen between the parties.

3. However, the issue as to whether the partnership business was dissolved and whether the respondent was entitled to withdraw the money from the bank account or whether the partnership subsists and the withdrawal of the amounts from the bank by the respondent were contrary to or in breach of the terms of the partnership agreement, are arbitrable disputes. The question

of limitation is also a mixed question of law and fact. Thus, this Court is of the view that the dispute should be resolved by an Arbitrator in terms of the arbitration agreement that was entered into between the parties. The objections of Mr. Banerjee with regard to the merits of the claim of the petitioner is not entertained.

4. The application is disposed of by appointing Mr. Suhrid Sur, learned Advocate (Mob. 98304 28388) as the arbitrator, to arbitrate upon the dispute between the parties. The appointment is subject to disclosure under Section 12 of the said Act. The learned Arbitrator shall fix the remuneration according to the schedule of the Act.

5. All questions raised by Mr. Banerjee, before this Court shall be available before the learned Arbitrator.

6. This application is disposed of.

(SHAMPA SARKAR, J.)

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