

IN THE HIGH COURT AT CALCUTTA
(Original Civil Jurisdiction)
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/500/2024
IA NO: GA-COM/1/2024, GA-COM/2/2024

REKHA BANTHIA
VS
KABITA OJHA

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 27th August, 2025

Appearance:
Mr. Varun Kothari, Adv.
Mr. A.N. Bhattacharyya, Adv.
Ms. Sayani Das, Adv.
Ms. Sreetama Biswas, Adv.
Mr. Arya Bhattacharyya, Adv.
...for the petitioner.

Mr. Shourjya Mukherjee, Adv.
Mr. Vishwarup Acharyya, Adv.
...for the respondent.

The Court: This is an application under Section 9 of the Arbitration & Conciliation Act, 1996. The disputes between the parties arise out of a partnership agreement dated 12 September, 2007 pertaining to the partnership business, *namely*, Dolphin Auto Paint.

Pursuant to repeated directions passed by this Court, the parties have amicably resolved their disputes and filed a Terms of Settlement. A copy of the Terms of Settlement be kept with the records.

The Terms of Settlement has been duly executed by the Advocates and the respective parties. The Terms of Settlement also appear to be lawful and there is nothing which warrants any interference.

In view of the above, the instant application has become infructuous.

Accordingly, AP-COM/500/2024 along with IA NO: GA-COM/1/2024 and GA-COM/2/2024 stand disposed of in view of the above Terms of Settlement.

It is submitted by both the parties that due to the orders passed during the pendency of this proceeding, the bank account of the partnership firm maintained with the ICICI Bank, Baranagar Branch being A/C No.128005000635 is marked as “debit freeze”. The partnership firm has also written a letter dated 25 August, 2025 to the bank.

In view of the amicable resolution of all the disputes of the partnership firm, the bank is directed to take necessary steps to make the account operational and in terms of the Clause 1 of the Terms of Settlement pay the entire amount of Rs.17,41,516/- along with entire interest to the petitioner as full and final settlement of the disputes.

All parties including the bank are directed to act in terms of the above.

(RAVI KRISHAN KAPUR, J.)