

ORDER

OC-19

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/468/2025
SIDDHANT COMMOTRADE PVT. LTD. AND ANR.
VS
M/S. DBARCODE RESTRO BAR AND CLUB LLP

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 7th July 2025.

Appearance:-

Mr. Satadeep Bhattacharyya, Adv.
Mr. Rajesh Upadhyay, Adv.
Ms. Sriparna Mitra, Adv.
...for petitioners.

Mr. Partho Chakraborty, Adv.
Ms. Riya Dutta, Adv.
...for respondent.

1. This is an application for appointment of an arbitrator to settle the disputes arising out of three lease deeds, all dated July 19, 2016. The first deed of lease is the mother deed, which deals with the right of the respondent to use the premises for the purpose of running a resto bar. The second deed is with regard to maintenance and service. The third lease is with regard to signage. The parties entered into the said agreements. They are all a part of the same transaction.
2. Mr. Bhattacharyya submits that a suit was filed for eviction of the respondent. The respondent filed an application under Sections 5 and 8 of the Arbitration and Conciliation Act, 1996 for dismissal of the suit on the ground that the parties were bound by an arbitration agreement and

such agreement was available in all the three lease deeds. The Learned civil court allowed the application of the respondent. The petitioners challenged the said order before the High Court under Section 227 of the Constitution of India. The matter was pending since long and thereafter, on July 4, 2025, the said application was withdrawn along with the pending applications filed in connection with the civil revisional application. The petitioners invoked arbitration by a notice dated April 5, 2025.

3. Mr. Chakraborty, learned advocate for the respondent, submits that two out of the three deeds were cancelled. The mother deed is an unregistered document, and the same cannot be acted upon.
4. In view of the decision of the Hon'ble Apex Court in ***Re: Interplay between Arbitration agreement under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899 reported in (2024) 6 SCC 1***, the referral court is not debarred from looking into the contents of an unregistered deed which was entered into by the parties in respect of lease of an immovable property. The Hon'ble Apex Court held that the referral court under Section 11 of the said Act should not examine or impound an unstamped or insufficiently stamped instrument, but leave it for determination by the arbitrator. This issue will be decided by the learned arbitrator at the appropriate stage. With regard to the other contention of Mr. Chakraborty about cancellation of the lease deeds, this Court is of the

view that the issue is factual and should be decided by the learned arbitrator.

5. Under such circumstances, this application is allowed. This Court appoints Mr. Swatarup Banerjee, learned Advocate, Bar Library Club as an 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 her remuneration as per the Schedule of the Arbitration and Conciliation Act, 1996.
6. Accordingly, the application is disposed of.

(SHAMPA SARKAR, J.)