

ORDER

OCD – 32

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/539/2025
SUTIRTHA CHATTERJEE AND ANR.
VS
RANAJIT MAHATO AND ANR.

BEFORE:
THE HON'BLE JUSTICE SHAMPA SARKAR
Date : 23rd July 2025.

Appearance:

Mr. Debanuj Basu Thakur, Adv.
Mr. Manabendra Nath Bandyopadhyay, Adv.
...for applicants.

Mr. Sarosij Dasgupta, Adv.
Ms. Afreen Begum, Adv.
Mr. T. Saha, Adv.
...for respondents.

1. This is an application for appointment of an arbitrator in terms of clause 20 of the deed of partnership dated July 10, 2021. The dispute arose when the respondent No.1 allegedly opened a loan account in the Axis Bank, City Centre Branch, without informing the other partners. The petitioners allege that the respondent No.1 had prepared a fabricated copy of an amended partnership deed by forging signatures of the partners. Accordingly, the petitioners sought to retire from the partnership business and demanded payment of their share, upon valuation of the assets and liabilities. The respondent No.1 did not pay any heed to such demand and it is stated that the business of the partnership firm has come to a standstill from September 1, 2023. A legal notice through the learned

advocate was issued on December 14, 2023, seeking such retirement. As the dispute remained unresolved, the petitioners issued a notice invoking arbitration through their learned advocate on March 26, 2024. Clause 20 of the partnership deed provides for settlement of dispute through arbitration, which is quoted below:-

“If any dispute shall arise among the Partners hereto in respect of the business of partnership or enforcement of any of the terms and conditions of the deed in respect of any other matter cause or things whatsoever shall be sent for adjudication to an Arbitrator to be appointed under the Arbitration Act, 1940 or any statutory amendment or Modification or re-enactment thereon for the time being in force whose decision shall be binding on the parties and their legal representatives.”

2. Under such circumstances, being prima facie satisfied as to the existence of the arbitration clause and about the dispute continuing between the parties, this Court is of the view that the application deserves to be allowed, leaving all questions with regard to the validity of the claim of the petitioner, limitation, arbitrability of the issues etc. open, for adjudication by the learned arbitrator.
3. Under such circumstances, this Court appoints Mr. Arijit Bardhan, learned Advocate (Mobile No. 9830145927), 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 his remuneration as per the Schedule of the Arbitration and Conciliation Act, 1996.

4. Accordingly, the application is disposed of.

(SHAMPA SARKAR, J.)

S. Kumar / R. D Barua