OCD 119

ORDER SHEET
AP-COM/572/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

SMT PAROMITA KUNDU
VS
SRI KALYAN DEY AND ANR

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 22nd July, 2025.

Appearance:

Mr. Partha Sarathi Das, Adv.
Mr. Raj Barman, Adv.
Mr. S. Niyaz, Adv.
Mr. Sha Md. Umer Edne Sadhique, Adv.
Ms. Purnima Panda, Adv.
. . .for the petitioner.

1. Affidavit of service is taken on record. Despite service, none appears on behalf of the respondents. The hearing of the application proceeds in the absence of the respondents.

2. This is an application under Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'said act'). The sole Arbitrator has made and published his award on April 2, 2025 in AP/400/2023. The relevant portion of the award is quoted below:-

> "I) That the 50% share in the Partnership Business of the Firm, M/s. Karthick Chandra Dey, as claimed by Ms. Paromita Kundu, the Claimant, can be granted only after

the issue of the alleged forged signature of the late Tarun Kumar Dey in the Supplementary Deed of Partnership dated 3rd April, 2018 is ultimately resolved by a competent Court of Law;

II) Till a decision is reached as stated at Paragraph (I) above, the Claimant shall be treated with effect from 1st April, 2025 as a one-third Partner in the Firm at par with the other two Partners, the Respondent Nos.1 and 2;

III) As one-third Partner in the Firm on and from 1st April, 2025, the Claimant shall be entitled to all benefits at par with and/or equal to and/or in proportion to the benefits receivable by each of the three partners in the form of Remuneration, Interest on Capital and Share of Profits;

IV) On and from 1st April, 2025, the Claimant shall be entitled to the benefits/perks/privileges as enjoyed by each of the other two Partners, the Respondent Nos. 1 and 2, such as use of the Firm's Car, Foreign Trips etc.;

V) As one-third Partner on and from 1st April, 2025, the Claimant shall be entitled to access all Books of Accounts of the Firm as well as all assets belonging to the Firm and claim benefits as well as share losses, if any, at par with and/or in proportion to the other Partners, the Respondent Nos.1 and 2;

VI) The Claimant shall be paid a total Remuneration of Rs.13,48,750/- (Rupees Thirteen Lakhs Forty Eight Thousand Seven Hundred Fifty only) for FYs 2021-2022, 2022-2023 and 2023-2024, at par with and/or in proportion to the Respondent Nos.1 and 2, to be paid within a period of two weeks from the date of this Award by the Respondents for the Firm, in default the said sum shall carry an interest of 12% per annum till actual payment;

VII) Towards Interest on Capital and Share of Profit for FYs 2021-2022, 2022-2023 and 2023-2024, the Claimant shall be paid a total amount of Rs.30,78,005/- (Rupees

> Thirty Lakhs Seventy Eight Thousand Five only) by the Respondents for the Firm, in default the said sum shall carry an Interest of 12% per annum till actual payment;
>
> VIII) Parties to bear their own costs.”

3. The petitioner is the claimant. The prayers in the statement of claim were as follows:

> “ In the circumstances as brought out here in before, the Claimant humbly prays before the Learned Tribunal for the following:
>
> a. Pass an award declaring Claimant to be the Partner in respect of 50% share in the Partnership business under the name and style “M/S. Kartick Chandra Dey” in terms of clause 16 of the Partnership Deed dated 14.07.1992 which is still in force and operative;
>
> b. Pass an award declaring the purported Supplementary Deed of Partnership dated 03.04.2018 is arbitrary, illegal, fraudulent, defective and perverse in the eye of law and the same cannot be binding upon the Claimant;
>
> c. Pass an award allotting the Claimant 50% of all that assets of the Partnership firm under the name and style M/S. Kartick Chandra Dey so mentioned in the schedule “A” and “B” here in below and also right to access in the operation of the all Bank Accounts so stand in the name of the firm;
>
> d. Permanent Injunction against the Respondents restraining them from carrying out the aforesaid business under the name and style M/S. Kartick Chandra Dey lying and situated at 113A, Manohar Das Chowk, Kolkata – 700007, P.S. Burrabazar till the disposal of the Arbitral proceedings;
>
> e. Appointment of Receiver till the disposal of the Arbitral Proceedings;

f. Grant leave to and add, to alter or to amend the Statement of Claims as may be deemed or to bring new point(s) and/or evidence(s) documentary or otherwise before or during the course of hearing before the Learned Arbitrator;

g. Grant leave to reply to the Counter Statement of Claims, if any, to be filed before it by the Respondents;

h. Grant leave to allow Claimant to be represented by Counsel in all hearings;

i. Pass such other order or orders as the Learned Tribunal may deem fit and proper."

4. The petitioner is aggrieved by the said award on the various grounds. First, that the learned Arbitrator did not consider the evidence on record while holding that the petitioner's claim as 50% partner cannot be granted to the petitioner. The award was opposed to public policy. The award was totally based on presumption. In view of the pendency of the criminal revisional application before the High Court, a receiver should have been appointed to run the partnership business, till the dispute was resolved. The remuneration to be paid to the petitioner for the assessment year 2024-2025 towards share of her father's entitlement had been left out. The report of the private expert engaged by the petitioner to examine the handwriting of the father (TKD), was not taken into consideration.

5. Mr. Das, learned advocate for the petitioner submits that the learned Arbitrator erred in holding that the petitioner could not claim to be 50% partner in respect of the partnership business although she was the sole heir and legal representative of TKD, (one of the two partners), by holding

that, a competent court of law was yet to determine whether TKD's signature in the supplementary partnership deed, by which Nikhil Sen, the respondent no.2 (NS) had been inducted as one of the partners was forged or not. It is further contended that a receiver should have been appointed till such time this issue was resolved by a competent court of law instead of allowing NS and Kalyan Dey (KD) to continue the partnership business upon inducting the petitioner as 1/3rd partner in place of her 50% share in the partnership business. It is further submitted that the deposition of SK, i.e., the petitioner's husband, was misconstrued. The ITR forms of TKD which were filed would clearly indicate that signature of TKD was forged. They were distinct and different from the actual signature of TKD. According to Mr. Das, failure on the part of the arbitrator to consider relevant evidence and the propensity of the learned Arbitrator to rely on deposition of KD and NS would render the award as partial and also perverse. Perversity was a good ground for setting aside the award.

6. It is further submitted that the document obtained under the Right to Information Act from the Central Public Information Officers, State Bank of India ought to have been considered. The certificate submitted by NS with regard to the account maintained with the State Bank of India and the names of the partners appearing therein, was not genuine. The said document was not issued by the State Bank of India. Had the learned Arbitrator considered the said evidence, it would be abundantly clear that the contention of NS that he was inducted as a partner in the business by

the supplementary deed of partnership, was false. Non-consideration of this aspect goes to the very root of the award and as such, the award should be set aside.

7. Having considered the submissions of Mr. Das, this Court now proceeds to deal with the issue as to whether the award suffers from perversity or patent illegality on the face of it, which will persuade this Court to set aside the same. The scope of interference with an arbitral award is very limited.

8. The learned Arbitrator recorded the submissions of the respective parties and framed the following issues:

> " i) Whether PK is entitled to the reliefs claimed by her on the basis of her contention that the Supplementary Deed of 2018 carries a forged signature of the late TKD and accordingly, she is entitled to 50% share of the business of the Firm based on the Original Deed of 1992?
>
> ii) Whether the Respondents, i.e. KD and NS, are correct in contending that PK is entitled to only 33.33% share as a partner of the Firm based on the Supplementary Deed?
>
> iii) To what other relief or reliefs is PK entitled, if any?"

9. At first, the Arbitrator addressed the allegation of forgery of the signature of TKD in the supplementary deed of partnership. The petitioner's claim was that the supplementary deed was not a genuine document as TKD's signature had been forged. Thus, NS was never inducted as the partner. TKD and KD were the only partners. Taking advantage of the demise of TKD, NS was inducted illegally by KD by forging the signature of TKD in a

fabricated document, with a prior date. The petitioner's case is that she is the only legal heir of TKD. Upon demise of TKD, in terms of the clause of the original partnership deed, she should be 50% partner in the partnership business. The learned Arbitrator held that the issue as to whether TKD's signature was forged or not, was sub-judice. On the one hand, there was a report of a private forensic examiner who tendered evidence on behalf of petitioner, claiming the signature to be forged, but on the other hand, there was a report of the official investigating agency which had concluded the investigation upon direction of the High Court. It was found by the examiner of the Questioned Document Department that the signature of TKD in the supplementary deed of partnership when compared to other admitted signature of TKD, was by one and the same person. The police complaint was closed by citing mistake of fact. The said official report was accepted by a competent court i.e., the learned ACMM, Kolkata. A Narazi Petition was filed by the petitioner. The Narazi Petition was dismissed by the learned ACMM and the said order is now under challenge in the criminal revisional application. The learned Arbitrator gave primacy to the report filed by the Anti-Fraud Section, Lal Bazar of the Kolkata Police which was accepted by a competent Court of Law. Thus, it was held by the Arbitrator that the allegation of forgery had not been proved and till such time the said signature was not found to be forged, the petitioner could only claim to be one-third partner along with KD and NS. Thus, the relief granted to the petitioner was that she should be treated as 33.33% partner in the partnership business on and from April 1, 2025 and the status of the petitioner as 50% partner would change only if the competent Court of law had found that TKD's signature was forged and the supplementary deed of partnership was not genuine.

10. The Arbitrator discussed the facts. The said supplementary deed came into existence on April 3, 2018. TKD was alive for three financial years following the said deed and expired in May 2021. The deposition of SK, the witness No.2 for the petitioner had been considered. He had deposed that the signature of TKD in the ITR form of the firm for the assessment year 2019-2020 was not his genuine signature. However, from the balance-sheet and profit and loss accounts for the financial years 2018-2019, 2019-2020, 2020-2021 and 2021-2022, it emerged that TKD was allocated his share of remuneration, interest on capital and share of profits for the said four financial years. Although, there was nothing on record to show that TKD had consented to receive one-third share of allocation for the financial years' corresponding to his life time but from an analysis of the accounts of the firm, it could be seen that the apportionment of the shares of partners on 50% basis was between the financial year 2014-2015 and 2017-2018 whereas, the said apportionment was on one-third basis from the financial year 2018-2019 to financial year 2023-2024. The entire calculation in support of the apportionment had been depicted by the learned Arbitrator by way of charts.

11. The learned Arbitrator further noticed that the annual turnover of the firm rose from Rs.4.43 crores to Rs.5.86 crores and then to Rs. 7.15 crores. The rise in business corresponded to the positive performance of the business as testified by both KD and NS. The evidence of KD also corroborated such fact. NS also testified that the daily sales of the firm could range between a minimum of Rs.10,000/- per day to a maximum of Rs. 3 lakhs per day, depending upon the season and the demand from customers.

12. The fact that the firm was prospering would be evident from the testimony of both KD and NS. The long hours that they were working, the sponsorship of foreign trips that they were getting for meeting the target customers etc. have been elaborately discussed to show that the partnership business was a going concern and was doing very well. Such findings, in my opinion, are matters of fact, of which the Arbitrator is the master. Moreover, considering the progress in the business and the rise in the turnover after of TKD's, demise the tribunal rightly did not grant prayers (d) and (e) of the statement of claim. As KD did not file his ITR statements, learned Tribunal analysed the balance sheet and profit and loss accounts of the firm which were filed by KD through his learned Advocate. From an analysis of the said profit and loss account of the firm for the financial years after the death of TKD, that is, between financial year 2022-2023 and 2023-2024, it emerged that each of the existing partners enjoyed three benefits, i.e., Remuneration, Return on Capital and Share of Profits. In terms of the amendment to Clause 07 of the Original Deed as introduced by the supplementary deed only active

partners participating in the business of the firm would be entitled to draw remuneration governed by Section 40(b) of the Income Tax Act, 1961. After the death of TKD, only KD and NS withdrew remuneration, marking the remuneration of TKD as Nil. The remuneration withdrawn by KD and NS for the said two financial years has been extracted in the form of another chart.

13. It was argued that no remuneration was marked against TKD for the aforementioned financial year on the premise of lack of participation in the firm by his legal heir, i.e., the petitioner. However, the learned Arbitrator came to a conclusion that it was important to note that the petitioner may not have had access to the business because of the challenges she had thrown to the genuineness of the signature of TKD in the supplementary deed. The learned Arbitrator did not allow full remuneration for the financial years 2021-2022, 2022-23 and 2023-24 when KD and NS had taken their shares of remuneration but had allowed the petitioner Rs.13,48,750/- for the corresponding financial years 2021-22, 2022-23 and 2023-24, i.e, for the period when TKD had expired and his remuneration had been marked Nil. With regard interest on capital and share of profit for the financial years 2021-2022, 2022-2023 and 2023-2024, Rs. 30,78,005/- had been awarded to the petitioner. How the figures were arrived at, has been specifically discussed by the learned Arbitrator in the following paragraphs of the award:-

"O) *Furthermore, Balance Sheets/Profit & Loss Accounts of FYs 2022–2023 and 2023-2024 would show that KD and NS had apportioned themselves Interest on Capital and Share of Profits in the following manner:-*

Financial Year	*Kalyan Dey*		*Nikhil Sen*	
	Interest on Capital	*Share of Profits*	*Interest on Capital*	*Share of Profits*
2022-2023	*563709*	*318667*	*411693*	*318667*
2023-2024	*711171*	*539526*	*527683*	*539526*

P) *It would also appear from a look at* ***Chart I*** *(supra) that for the said FYs 2022-2023 and 2023-2024, the Interest on Capital for the late TKD was shown as Rs. 5,64,250/- and Rs. 6,27,367/- respectively, whereas the Share of Profits of the late TKD, presumably calculated at 33.33% or one-third Partner, stood at Rs. 3,18,667/- and Rs. 5,39,526/- respectively. However, none of the aforestated amounts pertaining to Interest on Capital and Share of Profits was paid to PK, presumably again due to the pendency of this dispute.*

Q) *The total entitlement of the late TKD adding Remuneration, Interest on Capital and Share of Profits for Fys 2021-2022, 2022-2023 and 2023-2024 following his death in May, 2021 was Rs. 10,29,235/- Rs. 8,82,917/- and Rs. 11,66,893/- corresponding to 35.24%, 21.25% and 16.54% as a percentage on Profits (see* ***Chart IV****) (supra). From another look at* ***Chart IV*** *(supra), it would be evident that while the late TKD enjoyed 50% share of Profit between FYs 2014-2015 to 2017-2018, the same stood at around 36.64%, 35.34%, 38.53% and 35.24% for FYs 2018-2019 to 2021-2022, i.e. roughly corresponding in his lifetime as one-third share, before dropping to 21.25% and 16.54% in FYs 2022-2023 and 2023-2024 after his death. This drop in the Share of Profits can be attributed to the fact that while KD and NS remunerated themselves handsomely at Rs. 8,29,502/- and*

Rs.12,00000/- each for FYs 2022-2023 and Fys 2023-2024 treating themselves to the active partners, TKD'share of Remuneration was marked NIL. At this stage it would be relevant to note that for FYs 2014-2015 to 2017-2018, the then partners, i.e, TKD and KD, had foregone their respective claims on Interest on Capital, which, as per procedure, they are entitled to forego on the premise that the Firm has not generated profits to persuade the partners to withdraw Interest on Capital.

R) *It is evident that both KD and NS decided to make full use of the Amendment to Clause 07 to the Original Deed of 1992 by the alleged Supplementary Deed of 2018, by allocating the Remuneration to themselves only for FYs 2022-2023 and 2023-2024 following the death of TKD. At the same time, each of them has suppressed the fact of the heavy Remuneration drawn by them to the tune of Rs. 8.29 Lakhs and Rs. 12 Lakhs each annually in their evidence before this Tribunal and only stated that they withdrew a meagre sum of Rs. 24,000/- per month each as Remuneration.*

S) *This Tribunal of the view that till the Supplementary Deed is proved not to be fake having not been prepared on the basis of an alleged forged signature, PK, being unable to obtain access to participating in the Firm' business, will be entitled to draw Remuneration at Rs. 4 lakhs and Rs. 6 lakhs each, i.e 50% of the Remuneration drawn by KD and NS, for FYs 2022-2023 and 2023-2024 respectively. In addition, following the death of TKD in May, 2021 PK would also be entitled to her late father' share of Remuneration standing at Rs. 3,48,750/- corresponding to FY 2021-2022.*

T) *Therefore, as on the date of this Award, PK will be entitled to receive total Remuneration as the succeeding Partner in the Firm to the share of TKD assessed at 13,48,750/- corresponding to FYs 2021-2022, 2022-2023 and 2023-2024. This will be paid to PK by the Respondents for the Firm within two weeks from the date of this Award, failing which the said sum will carry an interest at 12% per annum till actual payment."*

U) *On and from 1st April, 2025, PK will be entitled to participate as an active partner in the Firm holding one-third share, with the modalities of such day-to-day participation to be actually worked out by the three partners, i.e. PK, KD and NS.*

V) *Additionally, PK shall be entitled to the late TKD' share of Interest on Capital and Share of Profits for FYs 2021-2022, 2022-2023 and 2023-2024, i.e. following his death in May, 2021 and starting from the close of FY 2021-2022 on 31st March, 2022 and starting from 1st April, 2021, cumulatively assessed at Rs. 10,29,235/-, Rs. 8,82,917/- and Rs.11,66,893/- respectively (see Chart IV (supra)). The total entitlement therefore of PK both towards Interest on Capital and Share of Profits for FYs 2021-2022, 2022-2023 and 2023-2024 stands at Rs. 30,78,005/- to be paid by KD and NS for the Firm, also within two weeks from the date of this Award, failing which such amount shall carry an interest at 12% per annum till actual payment.*

14. Moreover, the finding on the issue that only after final adjudication as to whether the signature of the petitioner was forged, her case of being 50% partner could be established is correct. The learned Tribunal had kept that issue alive and open. Thus, the contention of Mr. Das that the learned Tribunal did not peruse the vital evidence on record, is not accepted. The balance-sheet and profit and loss account were examined and analysed and a calculation was made as to how the petitioner being the sole legal heir of TKD should be treated as 1/3 partner with 33.33% share in the remuneration and interest on share of capital and profit, during the period when she was litigating against KD and NS as the heir of TKD. Although only active partners were entitled to remuneration, but upon considering

that the petitioner may not have been able to participate as an active partner because she had challenged the deed, the learned Arbitrator had directed payment. I do not find any patent illegality in the award.

15. In the matter of ***McDermott International Inc. v. Burn Standard Co. Ltd., reported in (2006) 11 SCC 181,*** the Hon'ble Apex Court held as follows:-

> "**59.** Such patent illegality, however, must go to the root of the matter. The public policy violation, indisputably, should be so unfair and unreasonable as to shock the conscience of the court. Where the arbitrator, however, has gone contrary to or beyond the expressed law of the contract or granted relief in the matter not in dispute would come within the purview of Section 34 of the Act. However, we would consider the applicability of the aforementioned principles while noticing the merits of the matter."

16. In ***Rashtriya Ispat Nigam Ltd. vs Dewan Chand Ram Saran*** reported in ***(2012) 5 SCC 306***, the Hon'ble Apex Court held that the Court cannot interfere with the award and substitute its view with the interpretation accepted by the arbitrator. The reason being that, the Court does not sit in appeal over the findings and decision of the arbitrator, while deciding an application under Section 34 of the said Act. The arbitrator is legitimately entitled to take a view after considering the material before him/her and interpret the agreement. The judgment should be accepted as final and binding. The findings here are based on adequate evidence and the view expressed is a possible view.

17. In the matter of ***ONGC Ltd. vs Western Geco International Ltd.*** reported in ***(2014) 9 SCC 263***, the Hon'ble Apex Court held that the Arbitral Tribunal

must apply its mind to the attending facts and circumstances while taking the view one way or the other. Non-application of mind is a defect that is fatal to any adjudication. Application of mind is best done by recording reasons in support of the decision. This award is well reasoned.

18. In the decision of ***Associate Builders vs DDA*** reported in ***(2015) 3 SCC 49***, the Hon'ble Apex Court elaborately examined the question of public policy in the context of Section 34 of the Act, specifically under the head "fundamental policy of Indian Law". It was held that the principles of juridical approach demand a decision to be fair, reasonable and objective. On the other side, anything arbitrary and whimsical would not satisfy the said requirement. There is no way that this court can hold that the award is either arbitrary or capricious.

19. In ***State of Haryana vs Gopi Nath & Sons*** reported in ***1992 Supp (2) SCC 312*** it has been held that apart from the cases where a finding of fact is arrived at by ignoring or excluding relevant materials or by taking into consideration irrelevant materials, the finding of an arbitrator cannot be perverse and infirm in law. Such is not the case here. The award does not defy logic.

20. In ***OPG Power Generation Private Limited vs. Enexio Power Cooling Solutions India Private Limited and Another*** reported in ***2024 SCC OnLine SC 2600***. Scope for interference with an arbitral award was discussed in paragraph 68 and 69 which are quoted below:-

“Scope of interference with an arbitral award

68. The aforesaid judicial precedents make it clear that while exercising power under Section 34 of the 1996 Act the Court does not sit in appeal over the arbitral award. Interference with an arbitral award is only on limited grounds as set out in Section 34 of the 1996 Act. A possible view by the arbitrator on facts is to be respected as the arbitrator is the ultimate master of the quantity and quality of evidence to be relied upon. It is only when an arbitral award could be categorised as perverse, that on an error of fact an arbitral award may be set aside. Further, a mere erroneous application of the law or wrong appreciation of evidence by itself is not a ground to set aside an award as is clear from the provisions of sub-section (2-A) of Section 34 of the 1996 Act.

This extract is taken from OPG Power Generation (P) Ltd. v. Enexio Power Cooling Solutions (India) (P) Ltd., (2025) 2 SCC 417 : 2024 SCC OnLine SC 2600 at page 473

69.In Dyna Technologies [Dyna Technologies (P) Ltd. v. Crompton Greaves Ltd., (2019) 20 SCC 1, paras 27-43] , a three-Judge Bench of this Court held that courts need to be cognizant of the fact that arbitral awards are not to be interfered with in a casual and cavalier manner, unless the court concludes that the perversity of the award goes to the root of the matter and there is no possibility of an alternative interpretation that may sustain the arbitral award. It was observed that jurisdiction under Section 34 cannot be equated with the normal appellate jurisdiction. Rather, the approach ought to be to respect the finality of the arbitral award as well as party's autonomy to get their dispute adjudicated by an alternative forum as provided under the law.”

21. In ***Steel Authority of India Limited versus M/s TLT Engineering India Private Limited and Anr.,*** the Hon’ble Court held that, a court exercising jurisdiction under Section 34 of the said Act, cannot undertake an adjudication and supply reasons in support of an award or supplement the reasons of the arbitral tribunal. In this case, the court is not required to

justify the findings arrived at by giving additional reasons and interpretations to make the award sustainable.

22. In ***Dyna Technologies Private Limited vs. Crompton Greaves Limited*** reported in ***(2019) 20 SCC 1***, a Three-Judge Bench of the Hon'ble Apex Court held that the jurisdiction under section 34 of the said Act could not be equated with the normal appellate jurisdiction. Rather, the approach would be to respect the finality of the arbitral award as well as the party's autonomy to get the dispute resolved by an alternative forum as provided in law. In the said decision, the Hon'ble Apex Court also held that the award was amenable to challenge if no reasons were recorded or the reasons recorded were unintelligible, improper and revealed a flaw in the decision making process. The scope of interference of the courts on the interpretation or the construction of the contract by the tribunal was also discussed in the said decision and it was held that the Courts should not interfere when the view of the arbitral tribunal on the terms of the contract was a possible view. It was further observed that the arbitral Tribunal had the jurisdiction to interpret a contract having regard to the terms and conditions of the contract, conduct of the parties, the correspondences exchanged, circumstances of the case and pleadings.

23. Lastly, the need is to ensure that the decision is neither perverse nor irrational and that no reasonable person would have arrived at the same or the same could not be sustained in a court of law.

24. This is not a case where the petitioner's claim was not considered. The petitioner was given due hearing. The petitioner adduced evidence. The husband of the petitioner also deposed. They were allowed to file all documents. The learned tribunal being the master of facts had categorically analysed each and every aspect with regard to the balance sheets. The learned tribunal was persuaded to hold that the order of the Court which had accepted the report of the investigating authority should be given primacy over the report of a private individual engaged by the petitioner. However, the point has still been left open. Secondly, on the calculation of the profit sharing for the financial years between the execution of the supplementary deed and till the demise of TKD, it was seen that profit sharing was bordering around 1/3 share each amongst TKD, KD and NS and that itself would stand testimony to the fact that TKD was a party to the induction of NS and had accepted 1/3rd share in the partnership business along with KD and NS. The claim of 50% was rightly held to be dependent on the final decision of the competent court of law.

25. The application is thus, dismissed. The award is upheld.

(SHAMPA SARKAR, J.)

B.Pal/S.Kumar