

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
COMMERCIAL DIVISION

AP-COM/743/2025
MOHAN KUMAR SHAW
VS
SHOVA SHAW AND OTHERS

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 18th September, 2025.

Appearance:

Shashwat Nayak, Advocate
Mr. Soham Sanyal, Advocate
Mr. Sumit Biswas, Advocate
Mr. Rajashee Bhowmick, Advocate
...for the petitioner.

Mr. Malay Bhattacharya, Advocate
Mr. Alope Chatterjee, Advocate
Mr. Sumanta Prosad Ghosh, Advocate
... for respondent Nos.1 to 3.

1. This is an application for appointment of a learned arbitrator in terms of the modified deed of reconstruction of the partnership dated April 6, 2022. Clause 19 of the said deed contains the dispute resolution clause. The parties agreed that, in case of dispute amongst the partners, the matter could be settled amicably or referred to arbitration. Each party was to appoint an arbitrator.
2. The petitioner contends that he wanted to retire from the partnership business with his share of profit. He requested for rendition of accounts and dissolution. According to the petitioner, the respondents refused to allow him to retire. Under such circumstances, dispute arose. The petitioner invoked arbitration by a letter dated June 7, 2025. It is further submitted that one of the partners Mr. Ajit Kumar

Shaw expired during the subsistence of the partnership firm and as such, the heirs of the said Late Ajit Kumar Shaw namely Nandini Shaw and Anindita Shaw have already been arrayed as respondent Nos.4 and 5.

3. None appears on behalf of the respondent Nos.4 and 5, despite service.
4. Mr. Aloke Chatterjee, learned advocate for the respondent Nos.1 to 3 i.e. the other surviving partners apart from the petitioner, opposes the application and submits that there are various disputes between the parties and the petitioner cannot be allowed to retire without meeting the liabilities of the firm.
5. Upon hearing the learned advocates for the respective parties, it appears that there are surviving disputes. The dispute resolution clause is in existence. Parties had agreed to refer the dispute to arbitration, by each choosing an arbitrator. The parties had failed to appoint the the arbitrator as required by the clause. Moreover, the clause provides for even number of arbitrators, which is contrary to law. The mechanism under Clause 19 of the agreement has thus failed. Both the learned advocates for the respective parties submit that the Court may refer the dispute to a sole arbitrator.
6. Under such circumstances and upon recording the submissions of the learned advocates, this Court disposes of the application by appointing Mr. Sourav Sen, Senior Advocate (Mobile No.98312 51607), 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/her remuneration as per the Schedule of the Arbitration and Conciliation Act, 1996.

7. All the respondents are at liberty to raise their objections before the learned Arbitrator.

(SHAMPA SARKAR, J.)

S. Mandi /S.Kumar