

OCD 7

ORDER SHEET
AP-COM/889/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

RINKU BHAGAT
VS
SRI SACHCHIDANAND SINGH AND OTHERS

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 16th December, 2025.

Appearance:
Mr. Arik Banerjee, Adv.
Mr. Joyjit Dutta, Adv.
. . .for the petitioner.

Ms. Jeenia Rudra, Adv.
Mr. Sagnik Chatterjee, Adv.
. . .for the respondent.

The Court:

1. This is an application for appointment of an Arbitrator. The respondents are represented. The dispute arises out of a reconstituted partnership deed dated October 1, 2022. The said deed provides for settlement of disputes by arbitration. The arbitration clause is quoted below:-

“25. Any dispute and/or differences which may arise amongst the partners with regard to the affairs of the partnership business as well as partnership deed including

the rights and liabilities of the partners, as well as with regard to the accounts issues and any other issues arising with regard to the carrying on the business of the partnership firm, if not mutually settled by the parties then they will refer to the sole Arbitration appointed by the partners herein and the provisions of the Arbitration and Conciliation Act, 1996 as amended by the Act of 2015 shall apply.”

2. The cause of action arose within the jurisdiction of this Court. The petitioner contends to have been inducted as a partner, upon demise of her husband and she claims 1/4th of the share in the profit as per clause 15 of the said deed. As the disputes continued with regard to various issues in respect of the reconstituted partnership firm, a notice invoking arbitration was issued on 24th September, 2025. The petitioner’s claim is for accounts and share in the profit. The respondent did not respond to the request for reference of the dispute to arbitration. Hence, this application has been filed.
3. Mr. Chatterjee, learned advocate of the respondents submits that, as per the partnership agreement, differences and disputes which had arisen prior to the reconstitution of the partnership firm, were not to be reagitated by the partners in terms of clause 17 of the deed. Thus, it is submitted that the arbitration clause does not extend over past disputes.

4. The submissions of Mr. Chatterjee are on the issue of arbitrability of the disputes. Which of the claims pertain to recent disputes and which do not, will have to be decided by the learned Arbitrator. Under such circumstances, the issue is not gone into.
5. All questions with regard to jurisdiction, arbitrability, admissibility and limitation etc., shall be decided by the learned Arbitrator in accordance with law.
6. The application is disposed of by appointing Mr. Rohit Banerjee, learned Advocate, Bar Library Club (Mob :- 9163891670) as the 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.
7. The learned Arbitrator shall fix his remuneration as per the Schedule of the Act.
8. The application is, accordingly, disposed of.

(SHAMPA SARKAR, J.)