

OCD 3

ORDER SHEET
AP-COM/903/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AVIJIT MUKHERJEE
VS
ARUP ROY

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 23rd December, 2025.

Appearance:
Mr. Joydip Banerjee, Adv.
Ms. Mousumi Banerjee, Adv.
...for the petitioner

Ms. Sristi Barman Roy, Adv.
...for the respondent

The Court:

1. This is an application for appointment of an arbitrator for resolution of the dispute in respect of an agreement which was executed between the parties dated April 16, 2021. The parties are partners. Paragraph 20 of the agreement contains an arbitration clause. It provides that in case of disputes and differences of opinion arising amongst the partners or their legal representatives or heirs with regard to any matter having relation to the partnership or affairs of the partnership, the same shall be resolved by an arbitrator. The decision of the arbitrator shall be final

and binding between the parties and/or their legal heirs and representatives.

2. Mr. Banerjee, learned advocate for the petitioner submits that although a large sum of money had been invested in the partnership business, the books of accounts did not reflect the actual amount. The respondent failed to pay his contribution in the business. Apart from such failure, the respondent allegedly siphoned off a large sum of money and he also transferred money to his own account. The respondent had withdrawn a sum of Rs.5 lakhs in cash from the registered office, to deposit the same in the bank account of the firm, but the said deposit was not made. On such grounds, disputes arose between the parties. The respondent also instructed the bank to debit freeze the account of the partnership business. As a result of which, the entire banking of the firm was put to a halt. Under such circumstances, the petitioner was unable to continue with the partnership business. The petitioner lodged an FIR.
3. Ms. Barman Roy, learned advocate for the respondent submits that an application for quashing of the criminal proceeding is pending before this Court. She denies the allegations made by the petitioner. After the criminal proceeding had been initiated, the petitioner invoked arbitration by letter dated May 14, 2025. The petitioner also referred its nominee, but the respondent did not take any steps on the basis of the invocation. Under such circumstances, this Court has been approached for appointment of an arbitrator to adjudicate the dispute

between the parties. The petitioner has claimed direct losses, opportunity losses, compensation etc.

4. Having heard the rival contention of the parties, this Court is satisfied that there exists a dispute. The agreement between the parties provides for adjudication of such dispute by a sole arbitrator. The petitioner invoked arbitration on time but the respondent did not take steps. The application is allowed. All questions are left open.
5. Accordingly, the Court appoints Mr. Amitesh Banerjee, learned Senior Advocate, Bar Library Club, 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. The learned Arbitrator shall fix his/her own remuneration as per the Schedule of the Act.
6. AP-COM/903/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)