

OCD 13

ORDER SHEET
AP-COM/911/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

SRI RAHUL CHATTERJEE
VS
SRI RABINDRA NATH GHOSH

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

Appearance:
Mr. Kushal Chatterjee, Adv.
Mr. Debraj Sahu, Adv.
Mr. A.K. Acharyya, Adv.
Mr. Subir Banerjee, Adv.
Mr. Arjun Roy, Adv.
Ms. Moumita Das, Adv.
...for the petitioner

Mr. Sourojit Dasgupta, Adv.
Mr. Aniket Chaudhury, Adv.
...for the respondent

The Court:

1. Affidavit of service is taken on record.
2. This application has been filed for appointment of an arbitrator, for arbitration of the disputes between the parties. The disputes arose out of an agreement dated March 7, 2025. The agreement provides for settlement of the disputes by conciliation, mediation and arbitration. The clause read as a whole indicates that the parties had agreed to

alternative modes of settlement of dispute. It further appears that there are subsisting differences between the parties with regard to the use of the premises as a restaurant. An application under Section 9 was also filed by the petitioner for certain protections. A limited protection was also given to the petitioner, till the petitioner could invoke arbitration and seek referral of the dispute to an arbitrator.

3. Mr. Dasgupta, learned advocate for the respondent submits that the agreement sought to be relied upon is not the original one. The original document had various other clauses, which are missing in the present one. Thus, he disputes the veracity of the agreement on the basis of which the reference is being sought for. He further submits that the respondent has signed on all the pages of the agreement, but the said agreement has not been produced. It is also submitted that a complaint was filed before the Uttarpara Police Station. The agreement was terminated in view of the several breaches and failures on the part of the petitioner to conform to and carry out its obligations in the original agreement.
4. Mr. Chatterjee denies the allegations of Mr. Dasgupta.
5. In my view, the question of validity of the said agreement is a triable issue. The learned arbitrator has the jurisdiction to decide such issue. The learned arbitrator can also appoint handwriting expert for examination of the signatures of the parties on the document. Under such circumstances, the disputes are referred to the learned arbitrator. All points with regard to jurisdiction, arbitrability, admissibility of the

claim etc. shall be raised before the learned arbitrator. This Court has not entered into the merits of the issues involved.

6. Under such circumstances, the Court appoints Mr. Shuvasish Sengupta, learned Advocate (Mob. No.9830855276), as the Arbitrator. This appointment is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall fix his own remuneration as per the Schedule of the Act.
7. AP-COM/911/2025 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)