

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
COMMERCIAL APPELLATE DIVISION**

Present:

The Hon'ble Justice Debangsu Basak

And

The Hon'ble Justice Md. Shabbar Rashidi

AO-COM/16/2026

Anil Kumar Lath

Vs.

Maa Jeen Constructions LLP & Ors.

With

CAN 1 of 2026

For the Appellant

: Mr. Surajit Nath Mitra, Ld. Adv. General,
Mr. Meghajit Mukherjee
Mr. Debjit Mukherjee
Mr. Arindam Paul
Ms. Debarati Das
Ms. Sushmita Chatterjee
Mr. Kaustav Bhattacharya

For the Respondent Nos. 1 to 5

: Mr. Shuvasish Sengupta
Mr. Aasish Choudhury
Ms. Uma Bagree
Mr. Sourajit Dasgupta

Hearing concluded on

: June 12, 2026

Judgment on

: June 12, 2026

Debangsu Basak, J.:-

1. Appeal is directed against order dated April 8, 2026 passed by the Commercial Court at Rajarhat, North 24 Parganas in Misc. Arb. (Com) No. 20 of 2026.

2. By the impugned order, learned Trial Judge refused to grant an interim order of injunction as prayed for by the appellant.
3. Learned Advocate General appearing for the appellant submits that there are disputes amongst the partners in respect of a limited liability partnership firm. He submits that the appellant is taking expeditious steps for the purpose of referring the disputes to arbitration. He points out that a notice under Section 21 of the Arbitration & Conciliation Act, 1921 dated May 14, 2026 was issued.
4. Learned Advocate General appearing for the appellant submits that the partnership is engaged in construction and selling of buildings/units. He submits that as an *interim* measure, the appellant may be permitted to join any deed of conveyance that the partnership firm executes to any buyer of any buildings/units. Appellant be also allowed to sign the cheques that the partnership firm will be issuing.
5. Learned Advocate General for the appellant submits that the parties agreed to refer the disputes to arbitration. He submits that parties agreed that Mr. Justice I.P. Mukerji (retired) be appointed as the Arbitrator.
6. Learned advocate appearing for the respondent nos. 1 to 5 submits that so far as execution of conveyance are concerned,

respondents through their advocate on record will intimate the advocate on record for the appellant as to the date of execution of the conveyance. He submits that the appellant should cooperate with the execution of the conveyance. He submits that so far as operation of the bank account is concerned, since the banks are operated online also, it would be appropriate that the respondent nos. 1 to 5 submits that a weekly statement of the bank account be supplied to the advocate on record of the appellant. He submits that his clients are agreeable to the arbitration of the disputes between the parties by the Arbitrator as named by the appellant.

7. We find that from the records that apart from the appellant and the respondent nos. 1 to 5, other persons are parties to the appeal. They are parties to the Section 9 petition also.
8. Court is informed that the disputes *inter se* are between the appellant and the partners of the respondent no. 1. Respondent nos. 2 to 5 are the other partners of the respondent no. 1. Arbitration will, therefore, be limited to the appellant and the respondent nos. 1 to 5.
9. In view of the agreement arrived at between the appellant and the respondent nos. 1 to 5, all disputes and differences relating to the respondent no. 1 are referred to the arbitration of Mr.

Justice I.P. Mukerji (retired). Remuneration and procedure for arbitration will be fixed by the learned Arbitrator.

10. During the pendency of the arbitration, the respondent nos. 1 to 5 through their advocate on record will inform the appellant through their advocate on record as to the date and time when any conveyance will be executed by the respondents. Date, time and particulars of the conveyance be intimated by the respondents to the appellant preferably at least 7 days prior to the execution of the conveyance. Appellant will make himself available at the time of execution of such conveyance. Appellant will join the execution of such conveyance. Respondent Nos. 1 to 5 will allow the appellant to be one of the signatories to the deed.
11. Respondent nos. 1 to 5 through their advocate on record will make over weekly statement of the bank account of the respondent no. 1 to the advocate on record for the appellant. The first of such weekly statement will be furnished on or before June 13, 2026 and on every Saturday thereafter.
12. The interim measures directed by this order may be varied, modified or altered by the Arbitrator at the instance of the parties.

13.This order will not prevent the respondent nos. 1 to 5 from executing of conveyance in the event, the appellant does not join the execution of the conveyance despite notice.

14.AO-COM/16/2026 and the application being CAN 1 of 2026 are disposed of.

(Debangsu Basak, J.)

15. I agree

S.D.

(Md. Shabbar Rashidi, J.)