

DL-5

01.07.2026

Court No.37

[Bench ID-**266362**]

(AD)

(Disposed of)

In the High Court at Calcutta

Civil Appellate Jurisdiction
Commercial Appellate Division
Appellate Side

AO-COM 29 of 2026

with

IA No.: CAN 1 of 2026

Imjam Haque

Vs.

Bikash Bhandari & Ors.

Mr. Tapas Kumar Dey, Advocate

Mr. Nirupam Sarkar, Advocate

... for the appellant

Mr. Rajdeep Bhattacharya, Advocate

Mr. Sauradeep Dutta, Advocate

Mr. Himadree Ghosh, Advocate

... for the respondents

1. Appeal is directed against refusal to appoint a Receiver under Section 9 of the Arbitration & Conciliation Act, 1996.
2. By the impugned order dated May 19, 2026, learned Commercial Court at Rajarhat in Misc. Arb (Com) 34 of 2026 declined to appoint a Receiver in an action under the Indian Partnership Act, 1932.
3. Learned Advocate appearing for the appellant submits that, the appellant is one of the partners of a partnership firm. The partnership firm runs a business of a nursing home. Disputes and differences arose between the partners from such partnership firm. Appellant filed an application

under Section 11 of the Arbitration & Conciliation Act, 1996 for appointment of an arbitrator. Such application is still pending.

4. Learned Advocate appearing for the appellant submits that, the assets of the partnership firm require protection in the interregnum. He submits that, the learned Judge erred in not appointing a receiver, as prayed for.
5. Learned Advocate appearing for the respondents submits that, the appellant was an employee of the firm. He submits that, the appellant stole goods belonging to the partnership firm. A police case was registered. According to him, the arbitration proceedings were initiated in order to stall the police complaint, if possible.
6. That there exists a partnership agreement is undisputed.
7. The fact that, there is an arbitration agreement with deed of partnership is also undisputed.
8. There are disputes and differences between the parties with regard to the partnership firm.
9. A petition under Section 11 of the Arbitration & Conciliation Act, 1996 is pending.
10. Appellant applied for protection and preservation of the assets of the partnership firm by way of an application under Order 40 Rule 1 of the Code of Civil Procedure, 1908. Appellant sought appointment of a Receiver.

11. By the impugned order, learned Judge declined to pass any *ad interim* order without hearing the respondents in the proceedings.
12. As noted above, the assets of the partnership firm require protection. There is already an allegation of theft as against the appellant. The remaining assets of the partnership firm available at present need to be inventoried and protected.
13. In such circumstances, it would be appropriate to appoint Mr. Gaurab Jana, Advocate as the Receiver for the purpose of making an inventory of the assets of the partnership firm and taking symbolic possession thereof.
14. It is clarified that, the Receiver, so appointed, will not disturb the possession or the running of the partnership firm in any manner whatsoever.
15. The Receiver, so appointed, will submit a report before the Court in which the proceedings under Section 9 of the Act of 1996 are pending.
16. We clarify that our order is an interim measure. The observations will not prejudice any of the parties. The observations made by us are limited for the purpose of consideration of the grant of relief as prayed for by the appellant.
17. All points raised by the parties are kept open.
18. Receiver will be paid a remuneration of Rs.20,000/- (Rupees Twenty Thousand Only) by the appellant at the first instance.

19. Appellant is at liberty to realize such expenses in the arbitration proceedings, if so entitled.
20. **AO-COM 29 of 2026** and **IA No.: CAN 1 of 2026** are **disposed of**.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)