

22.05.2026
Ct. no.7.
Sl. No.2
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**IN THE HIGH COURT AT CALCUTTA
Circuit Bench at Jalpaiguri
Appellate Side**

AP 5 OF 2026

**TARAI FOUNDRY WORKS PVT. LTD.
Vs.
SHREE KARANI NIRMAN PVT. LTD. AND ORS.**

Mr. Subham Ghosh
Mr. Mayank Roy
... for the petitioner

Mr. Milindo Paul
Mr. Nabankur Paul
Ms. Sutapa Sen Paul
Ms. Bedasruti Bose
Mr. Subham Das
Ms. Shiksha Gayal
Mr. Aditya Seal
. . for respondent nos.1 to 3.

- 1.** Affidavit of service filed in Court today is taken on record.
- 2.** This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the said Act).
- 3.** The petitioner claims to have retired from the partnership firm constituted under the Reconstituted Partnership Deed dated 1st July, 2022. The petitioner says that on its retirement with effect from 3rd December, 2025 the petitioner is entitled to a sum of Rs.1,01,31,326/- from the existing partnership firm. The existing partners have

not paid any part or portion thereof and as such, the disputes and differences have arisen for which a notice under Section 21 of the said Act was issued on 10th January, 2026 which has been duly received by the respondents. I also find that the claim made by the petitioner is neither a stale or a long barred claim.

4. In the aforesaid facts and circumstances, by consent of the parties, Mr. Arindam Mitra, learned Advocate (M No.9593338637) is appointed as the sole Arbitrator to enter into reference and adjudicate the disputes and differences between the parties.

5. The learned Arbitrator as agreed by the parties and recorded under Clause 29 of the Reconstituted Partnership Deed shall hold the arbitration proceeding at Siliguri in accordance with the provisions of Arbitration and Conciliation Act, 1996. The learned Arbitrator shall be entitled to fees as per the Fourth Schedule of the 1996 Act. The learned Arbitrator shall fix in consultation with the parties the venue, the charges whereof, the secretarial expenses and other miscellaneous expenses including travel and lodging

expenses of the Arbitrator, if any, shall be borne by the parties in equal proportion.

6. Nothing further remains to be adjudicated in the instant application.

7. Accordingly, the instant application stands disposed of.

(Arindam Mukherjee, J.)