

OCD 8

ORDER SHEET
AP-COM/41/2026
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

THE POLY PRINT COTTAGE INDUSTRIES PRIVATE LIMITED
VS
PROSENJIT SAHA

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 24th February, 2026.

Appearance:
Mr. Rabindra Kumar Mitra, Adv.
Mr. Hareram Singh, Adv.
Mr. Saptarshi Ranjan Chatterjee, Adv.
...for the petitioner

The Court:

1. Pursuant to the order dated January 27, 2026, substituted service has been effected by publication in two widely circulated dailies, one in English and one in Bengali, namely 'The Indian Express' and 'AajKaal'.
2. Despite substituted service, none appears on behalf of the respondent.
The matter proceeds in the absence of the respondent.
3. The petitioner prays for appointment of an arbitrator in terms of Clause 10 of the Settlement and Release Agreement dated June 20, 2024.

4. The petitioner contends that sometime between the year 2020 to 2021, the respondent represented himself as one of the directors of the Kreamz Confectionery Private Limited and approached the petitioner for purchasing plastic packets. The petitioner contends that pursuant to the negotiation, the petitioner supplied plastic packets to Kreamz Confectionery Private Limited. The petitioner raised invoices for the goods sold and supplied. Kreamz Confectionery Private Limited would make payment against the invoices raised by the petitioner. The last lot of goods was sold and delivered on June 20, 2023. According to the petitioner, goods worth Rs.76,26,239/- had been sold in favour of Kreamz Confectionery Private Limited, but the petitioner received the sum of Rs.56,18,626/-, leaving an outstanding of Rs.20,07,613/-. Subsequently, the petitioner came to learn that certain differences and disputes cropped up between the shareholders and directors of the Kreamz Confectionery Private Limited which ultimately led to certain litigations. A terms of settlement was arrived at before the High Court in FMAT No.206 of 2023. It is the contention of the petitioner that the claim of the petitioner was admitted in the terms of the settlement. The respondent, as one of the shareholders of Kreamz Confectionery Private Limited had undertaken to pay off the dues of the petitioner. On the basis of such understanding a Settlement and Release Agreement was entered into between the petitioner and the respondent. The Settlement agreement contains an arbitration clause. The dispute is with regard to non-payment of the entire dues of the petitioner by the respondent.

The notice invoking arbitration was issued on December 2, 2025. Prima facie, it appears from the Settlement and Release Agreement that respondent had acknowledged the dues of the petitioner and undertaken to pay back the same. The Court is satisfied that this is a fit case for reference to arbitration.

5. All questions with regard to arbitrability of the disputes, admissibility of the claim, limitation etc., are left open, to be raised and urged before the learned Arbitrator.
6. Under such circumstances, the Court appoints Mr. Shubrojoyoti Mookherjee, learned 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 own remuneration as per the Schedule of the Act.
7. AP-COM/41/2026 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)