

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/140/2026

MANJUR ALAM MALLICK
VS
MACHINO TECHNO SALES PVT LTD

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 10th March, 2026.

Appearance:

Mr. Shillon Sengupta, Adv.
Mr. Pramod Kumar Bagaria, Adv.
Ms. Himika Saraf, Adv.
...for the petitioner

Mr. Uttiyo Mallick, Adv.
...for the respondent

The Court: Affidavit of service is taken on record.

The present arbitration petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitral Tribunal comprising of a sole Arbitrator to adjudicate the disputes between the parties.

Learned Counsel for the petitioner submits that the petitioner and the respondent entered into a lease agreement dated 20.09.2024 for a period of nine years whereby the petitioner, being the owner of the land in question, leased the said land to the respondent for the purpose of establishing a showroom of 'Maruti/Nexa' range of vehicles along with a workshop for carrying out maintenance and repair of the vehicles. It is submitted that the

respondent committed breach of various clauses of the agreement dated 20.09.2024. Learned Counsel further submits that attempts were made to amicably resolve the disputes between the parties, however, the same did not fructify.

In view thereof, the petitioner invoked the arbitration clause being Clause No. 19 of the lease agreement dated 20.09.2024 by issuing a notice dated 22.12.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 and nominated Mr. Aniruddha Mitra, Senior Advocate as the sole Arbitrator. Despite receipt of the said notice, the respondent failed to respond to the same.

Learned Counsel for the respondent, however states that the said notice was not received by the respondent. Learned Counsel for the respondent further submits that the lease agreement does contain the arbitration clause and does not dispute that the parties had agreed to refer disputes to arbitration in the event of any dispute arising between them.

The disputes between the parties arise out of the alleged breaches committed by them in violation of the clauses of the lease agreement dated 20.09.2024. Prima facie, it appears that disputes have arisen between the parties in terms of the lease agreement dated 20.09.2024 which contains an arbitration clause. Thus, this Court is satisfied that the present case is a fit case for reference to arbitration.

Accordingly, this Court appoints Mr. Sourav Kumar Mukherjee, Advocate, Bar Library Club, Ist Floor, High Court, Calcutta, (Mob. No. 9836563539) as the sole Arbitrator to adjudicate the disputes between the parties.

All questions relating to arbitrability of the dispute, admissibility of the claims, limitation and other issues are kept open to be urged before the learned sole Arbitrator.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12 of the Arbitration and Conciliation Act, 1996.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)