

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/417/2026

SWAPAN KUMAR SAHA
VS
MS. ROMA SARKAR AND ANR.

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 17th June, 2026.

Appearance:

Mr. Akash Dutta, Adv.
Mr. Debanjan Saha, Adv.
...for the petitioner

Ms. Swarupa Ghosh, Adv.
...for respondent no.1

The Court: Affidavit of service is taken on record.

The petitioner has preferred the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a learned sole Arbitrator to adjudicate the disputes between the parties arising out of and in connection with the partnership deed dated 14.11.2023.

It is the case of the petitioner that the petitioner and the respondent no.1 entered into a partnership deed dated 14.11.2023 for carrying on business under the name and style of "M/s SR Hotels & Resorts". Under the terms of the Partnership Deed, both parties agreed to contribute capital and share the profits and losses of the firm in equal proportion. Clause 26 of the Partnership Deed contains an arbitration clause providing for resolution of disputes between the parties through arbitration. According to the

petitioner, the disputes subsequently arose between the parties in relation to the affairs of the partnership, particularly with regard to distribution of the net balance of the firm, certain withdrawals allegedly made by the respondent no.1 and the petitioner's claims towards his share in the partnership. Learned Counsel for the petitioner states that the petitioner issued a notice dated 20.09.2025 raising the said grievances to which the respondent no.1 replied by a letter dated 15.12.2025 disputing the said allegations. Thereafter, the petitioner invoked the arbitration agreement by issuing a notice under Section 21 of the Arbitration and Conciliation Act, 1996 dated 11.02.2026 and proposed the name of Shri Shambhu Prasad Choudhary, Advocate to act as the learned sole Arbitrator. The respondent no.1 replied to the said notice on 25.02.2026 disputing the claims of the petitioner and objecting to the unilateral nomination.

Learned Counsel for the parties submit that they consent to the appointment of a learned sole Arbitrator and do not dispute the execution of the partnership deed or the arbitration clause contained in the said agreement.

Learned Counsel for both the parties have mutually consented to and suggested the name of Mr. Rohit Banerjee, Advocate as the learned sole Arbitrator to enter upon the reference in respect of the disputes between the parties.

Accordingly, this Court appoints Mr. Rohit Banerjee, Advocate, Bar Library Club (Mobile No. 9163891670) as the learned sole Arbitrator to adjudicate the disputes between the parties.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12(5) 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.

All issues relating to arbitrability of the disputes, admissibility of the claims, limitation or any other issues are kept open to be urged before the learned sole Arbitrator.

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

(GAURANG KANTH, J.)