

OCD 2

ORDER SHEET
AP-COM/660/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

SUMAN BAIRAGYA
VS
TAPAS GANGULY AND ANR.

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 20th January, 2026.

Appearance:
Mr. Prantik Garai, Adv.
Mr. Anirudhya Dutta, Adv.
. . .for the petitioner.

Mr. Sundar Gopal Bhattacharya, Adv.
. . .for the respondent no.1.

The Court:

1. The respondent no.2 does not appear despite multiple services. The learned advocate for the respondent no.2 who appeared before the Commercial Court at Asansol was also served. Mr. Bhattacharya appears on behalf of the respondent no.1. The affidavit of service is taken on record.
2. The petitioner prays for appointment of an Arbitrator on the strength of Clause 19 of the partnership deed. The partnership firm constituted by the said deed was deemed to have commenced business on and from October 17, 2018 as per Clause 2. The parties are partners. The said deed provides for resolution of disputes by arbitration. Clause 19

provides that disputes between the partners in respect of the conduct of the business or in respect of the terms and conditions of the deed or matters arising, therefrom shall be adjudicated by an Arbitrator. The petitioner contends that the respondents committed serious breach of the partnership agreement and disputes arose. The petitioner alleges that the respondents did not involve the petitioner in the business thereby violating the terms and conditions.

3. Mr. Bhattacharya learned Advocate who appears for the respondent no.1 submits that the respondents also have allegations against the petitioner and the petitioner himself had violated the terms and conditions of the agreement.
4. From the rival contentions of the parties, it is evident that there are existing disputes between the parties. The partnership deed provides for resolution of disputes by an Arbitrator. The notice invoking arbitration was duly issued.
5. Under such circumstances, this application is allowed, by appointing Mr. Rajarshi Dutta, learned Advocate, (Mobile No. 9903039663), 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.
6. The learned Arbitrator shall fix his remuneration as per the Schedule of the Act.

7. All objections with regard to jurisdiction, arbitrability, admissibility and limitation etc, are left open.
8. The application is, accordingly, disposed of.

(SHAMPA SARKAR, J.)

SP/