

OCD 16

ORDER SHEET
AP-COM/91/2026
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

ARUP SAHA
VS
DEBDOOT AGENCY AND ORS.

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

Appearance:
Mr. Satrajit Sinha Roy, Adv.
Mr. Supriyo Ghosh, Adv.
Ms. Susmita Adhikary, Adv.
Mr. Ashis Bhakta, Adv.
...for the petitioner

Ms. Deepti Priya, Adv.
...for the respondent

The Court:

1. This is an application for appointment of an Arbitrator to settle the dispute which allegedly arose out of the partnership deed dated 18th April, 2007.
2. The petitioner claims settlement of accounts and his proportionate 10% share in the assets of the partnership business named and styled as Debdoot Agency. It is the specific case of the petitioner that the respondent nos.2 and 3 reconstituted the partnership business along with the respondent no.4 on April 1, 2023 without dissolving the erstwhile partnership. The petitioner submits that the said

reconstituted partnership was not a valid one and the petitioner was not a signatory to the Deed dated April 1, 2023. The respondents have been carrying on business under the name and style of “DEBDOOT AGENCY” by using the assets and the cash in bank of the erstwhile partnership. The access of the petitioner to the bank account was denied. The petitioner lodged a complaint with the concerned police station alleging fraud and non-disclosure of the profits and loss of the business. According to the petitioner, he is entitled to more than Rs.41 lakhs towards his share along with further interest at the rate of 18% per annum on and from April 1, 2025.

3. By a letter dated September 6, 2025, the petitioner requested the respondent nos.2 and 3 to appoint an Arbitrator in terms of Clause 17 of the Partnership Deed of 2007, to resolve the disputes and differences between the parties. The petitioner also filed an application under Section 9 of the Arbitration and Conciliation Act, 1996 before the learned Chief Judge, City Civil Court at Calcutta. The said application was transferred to learned 7th Bench and an order of injunction was passed.
4. Learned advocate for the respondent submits that the partnership of 2007 stood dissolved. The petitioner retired as a partner on April 1, 2023. On the very same day, another partnership was re-constituted by the same name and the petitioner had transferred his 10% share in the erstwhile partnership in favour of the respondent no.4. It is further contended that from April, 2023, the petitioner did not raise any claim and suddenly the monetary claim was made towards his

share of profits etc. which was not an admissible claim at all. According to the learned advocate, there is no subsisting dispute between the parties. The Partnership Deed of April 18, 2007 has lost his force and the petitioner cannot invoke the arbitration clause therein. It is further submitted that the invocation is time barred and also a proper notice under Section 21 of the Arbitration and Conciliation Act, 1996 was not issued.

5. I have considered the rival contentions of the parties. The specific case of the petitioner is that, without dissolution of the partnership business which was entered into between the parties upon execution of the Deed of April 18, 2007, another partnership firm was re-constituted behind the back of the petitioner and with the intention to oust the petitioner from the partnership business. The petitioner's specific claim is that the partnership which was originally entered into between the parties was never dissolved. Without dissolution of the partnership business, a newly re-constituted partnership could not have been made. He also alleges fraud having been practiced upon him. I find from the record that a detailed notice was issued by the petitioner to the respondent through a learned advocate on September 6, 2025. Although the nomenclature of the notice mentions Section 11 of the Arbitration and Conciliation Act but it clearly states that the said notice was issued for appointment of an Arbitrator to resolve the dispute between the parties which have arisen out of the Partnership Deed dated April 18, 2007. The said notice elaborately narrates the claims of the petitioner and the objections raised by the petitioner with

regard to the continuation of the re-constituted partnership firm. The rights and liabilities of the parties arising out of the Partnership Deed dated April 18, 2007 have also been elaborately mentioned. Under such circumstances, only because the notice did not refer to Section 21 of the Arbitration and Conciliation Act, the application cannot fail. The referral court has to, prima facie, satisfy itself that the dispute raised by the petitioner was communicated to the respondent and the agreement between the parties contains an arbitration clause. The disputes raised by the petitioner are available from the said notice. The objections of the respondent about the merits of the claim are matters of evidence.

6. Under such circumstances, the application is allowed.
7. 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.
8. Under such circumstances, the Court appoints Mr. Avishek Guha, learned Advocate (Mob. No.9830956258), 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.
9. AP-COM/91/2026 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)