

COMMERCIAL COURT AT ASANSOL
(FOR THE DISTRICTS OF MURSHIDABAD, BIRBHUM, PURBA
BARDHAMAN, PASCHIM BARDHAMAN, PURULIA AND BANKURA)

Present :- Sri Anjan Kumar Sengupta.
Judge, Commercial Court at Asansol.

JO Code :- WB00795.

Misc. Arbitration (Commercial) No. : 05/2026

CNR No. : WBBD17-000016-2026

Petitioner(s) :- Mantu Kumar Jain.

V/s

Respondent(s) :- Hair Craft & 1 another.

Order No. – 02

Dated – 12/05/2026

The case record is put up on the prayer of the petitioner.

The petitioner seeks leave to move the application seeking ad-interim order in terms of prayer (a) of the application having regard to the urgency involved in the instant matter.

Perused the materials on record.

This is an application under Section 9 of the Arbitration and Conciliation Act, 1996 (for short referred to as A & C Act, 1996).

Court fees paid is sufficient.

The alleged cause of action falls within the jurisdiction of this Court.

Having regard to the pecuniary value of the subject matter with regard to alleged investment of Rs.30,41,833/- by the petitioner in the partnership business, this Court has jurisdiction to hear the subject matter.

Accordingly, the case is admitted as Misc. Arbitration (Commercial) No.05 of 2026.

An application is filed today by the petitioner intending to send summons to the respondents through registered post. The same be registered as I.A. No.01 of 2026.

Contd/...(P/2)

Marginal note of the office shows that no caveat is filed.

Ld. Counsel for the petitioner is therefore, permitted to move the application for ad-interim order.

Heard Ld. Counsel for the petitioner.

Perused the application, which is supported by an affidavit and the documents enclosed with the application.

- (1) The case of the petitioner in a narrow compass is that the petitioner is a reputed businessman and involved in the business of real estate development and got introduced with the respondent No.2, who was desirous of buying a flat for her residential accommodation and as such had approached the petitioner for purchasing a residential accommodation.
- (2) The petitioner and the respondent No.2 became friendly and in order to expand her business of maintaining salons and parlors, the respondent No.2 approached the petitioner to initiate a partnership business for the purpose of opening a unisex salon.
- (3) Thereafter, upon mutual consideration and deliberation between the parties, the parties had entered into a partnership agreement dated 23/04/2024 putting their signatures in presence of witness for running a unisex saloon.
- (4) In terms of the said partnership agreement, the respondent No.2 is a working partner without making any financial investment in the partnership business and the petitioner was the investor and the petitioner invested a total sum of Rs.30,41,833/- in the partnership business for the purpose of running the said business by way of investing directly from his own capital account through banking transaction, by cash and by obtaining a private loan borrowing from the local money lender.
- (5) According to the petitioner after commencement of the

business, the same has been completely operated by the respondent with her other associates keeping the petitioner absolutely in dark about the day to day affairs and refused to disclose any such account although the petitioner repeatedly insisted the respondent No.2 to disclose the accounts on the pretext that the unisex saloon is running in loss and as such there is no question of any distribution of profits or disclosure of accounts.

- (6) The petitioner being faced complete non cooperation on the part of the respondent No.2, issued a legal notice dated 09/03/2026 through his Ld. Advocate on record seeking certain reliefs viz. to give full access to the CCTV camera footage of the business, to allow to check and verify the day to day sales figure in the saloon, withdrawal if any made by the respondent No.2 the same amount should be credited in the account of the petitioner, interest paid by the petitioner for the loan taken by him be immediately disbursed to the petitioner, monthly interest accruing such interest of loan or expenses of the firm must be paid to the firm's bank account by obtaining joint signature of both the parties etc.
- (7) According to the petitioner, the said partnership agreement was initially an unregistered instrument executed by and between the parties but the same was subsequently registered before the Registrar of Firms w.e.f 01/04/2026.
- (8) It is the further case of the petitioner that during the subsistence of partnership agreement, the respondent has also purchased a flat in the complex of Sonu Eco Homes for the purpose of running the said partnership business but the said flat has remained under lock and key.
- (9) On receipt of the demand notice dated 09/03/2026, respondent No.2 had given reply to the same by an undated letter by stating that the respondent has not entered into any

partnership agreement with the petitioner herein and the business under the trade name Hair and Craft is a sole proprietorship business exclusively owned by the respondent No.2 and she has obtained the trade license and bank account in her name.

- (10) According to the petitioner, the contention raised by the respondent is absolutely false and frivolous as the partnership agreement clearly manifests that the unisex saloon under the name and style of Hair and Craft is a joint venture partnership business of the petitioner and the respondent No.2 herein and the trade license in the name of the respondent no. 2 is a false and concocted statement, since at the inception of the partnership business, the trade license was obtained in the name of partnership firm.
- (11) According to the petitioner, being a bonafide citizen and businessman thereafter he challenged the grant of certificate of enlistment in favour of the respondent No.2 by making a representation dated 16/04/2026 before the Chairman, Purulia Municipality praying for cancellation of the same at the earliest and had also lodged criminal complaint against the respondent No.2 before the Officer-in-Charge of the concerned Police Station.
- (12) It is the case of the petitioner that in view of complete non cooperation, fraud played by the respondent, the petitioner has filed this application under Section 9 of the A & C Act, 1996 praying for ad-interim prayer to preserve the subject matter of dispute between the parties, which will fall within the domain and scope of arbitration to be held at an appropriate stage by way of direction upon the respondent No.2 to furnish security to the tune of Rs.30 lakhs being the total investment of the petitioner in the partnership business

to safeguard the subject matter of the arbitration.

- (13) I have heard the Ld. Counsel for the petitioner and have also gone through the documents.
- (14) The jurisdiction of the Court under Section 9 of the A & C Act, 1996 is very limited. In an application under Section 9 of the A & C Act, 1996, where a party seeks interim measure of protection, the Court shall consider the application on the basis of the three cardinal principles for grant of injunction i.e. strong *prima facie* case, irreparable prejudice and balance of convenience.
- (15) Ld. Counsel for the petitioner draws the attention of the court in respect of the partnership deed and statement showing transaction to the tune of Rs.30,41,833/-. Ld. Counsel for the petitioner also draws the attention of the court to the statement of accounts showing transfer of certain amounts from his bank account to other accounts but no document could be produced to show that the account numbers to which the alleged sums have been transferred are lying in the name of the respondent No.2 namely Jhilik Paul Ghosh. No bank account in the name of alleged partnership firm also could be shown by the petitioner. In paragraph No.6 of the application under Section 9 of the A & C Act, 1996, the petitioner stated that it is an admitted position that a total sum of Rs.30,41,833/- has been invested by the petitioner for the purpose of partnership business but in reply to the legal notice dated 09/03/2026, the respondent No.2 denied about any such partnership business or factum of entering into partnership agreement with the petitioner.
- (16) Ld. Counsel for the petitioner submits that the partnership agreement clearly manifests that the unisex salon under the name and style is a joint venture partnership business for which a valid trade license has been obtained and the

statement of the respondent No.2 regarding existence of trade license in her name to run proprietorship business under the name and style 'HAIRCRAFT' is false. Although, on behalf of the petitioner it has been shown that a trade license was obtained in the name of Mantu Jain and Jhilik Ghosh Paul, the partners of 'HAIRCRAFT' issued on 23/04/2024 and lastly renewed on 13.03.206 but it also appears from the documents submitted that the said Jhilik Paul Ghosh has also obtained trade license to carry on business as the proprietor of Haircraft of beauty clinics within a category of saloon (medium), issued on 26.12.2023, which was lastly renewed on 27/05/2025. It is submitted that an application for cancellation of the renewal of trade license in the name of Jhilik Paul Ghosh proprietor of Haircraft was filed with the Chairman, Purulia Municipality but nothing could be shown that any step has been taken by the Chairman, Purulia Municipality on that aspect as yet. Similarly, nothing could be shown that any step is taken on the complaint made with the Superintendent of Police, Purulia lodged on 13/04/2026.

- (17) No doubt since there is an arbitration clause in paragraph No. 22 of the deed of partnership, the dispute between the parties is to be resolved by the arbitrator as stated in the arbitration agreement. According to the petitioner the partnership agreement was entered into on 23/04/2024 in between the petitioner and the respondent No. 2 to run a unisex salon as joint venture partnership business and the petitioner allegedly invested in the business from 30/09/2022 to 26/04/2024 as appears from the statements submitted. There is no whisper as to why such investment barring Rs. 5,000/- was made prior to partnership agreement. It is submitted that till date the petitioner has not received any amount of profit from the said business and the petitioner issued the notice through the Ld.

Advocate upon the respondent No.2 only on 09/03/2026. Therefore, I find no urgency in the matter of granting ad-interim injunction exparte. The the petitioner has also failed to establish any strong *prima facie* case in his favour.

- (18) Moreover, on considering the material on record, the court is of the considered view that the petitioner has failed to prove that he will suffer irreparable loss and injury in case the prayer of ad-interim injunction is not allowed exparte. The petitioner can sue for damages, if it is established that he has invested in the partnership business by transferring fund in favour of the respondent No.2 and in absence of noncompliance of the terms of the partnership agreement, the amount investment can be legally recoverable, if it is established. The petitioner has also failed to establish at this stage that the balance of convenience is in favour of the plaintiff.
- (19) Having considered the submission of the Ld. Counsel of the petitioner, application and the documents filed it appears to the court that at this stage, the court cannot enter into the controversy as to whether the trade licence allegedly obtained by the petitioner and the respondent No.2 for partnership business under the name and style 'Haircraft' or the proprietorship business of the respondent No.2 under the name and style 'Haircraft' is prevailing and whether the denial on the part of the respondent No. 2 about existence of any partnership agreement is frivolous and false and the petitioner has legally enforceable right or not. Since, there is an arbitration agreement in the alleged partnership agreement, this aspect has to be dealt with by the arbitrator. Therefore at this stage, I am not inclined to pass any ad-interim order without hearing the respondent when from the

reply of the respondent No.2 to the legal notice issued by the petitioner, it appears that the respondent No.2 had denied the factum that any partnership agreement was entered into in between the petitioner and the respondent No.2 to run an unisex salon as joint venture business.

(20) **Accordingly, the prayer for ad-interim injunction is refused.**

(21) Let the notice be issued upon the respondents through speed post as prayed in the petition registered being I.A. No.01 of 2026. The petition being I.A. No.01 of 2026 is thus disposed of. The petitioner is directed to file requisite at once. Affidavit-in-opposition be filed by the respondent within a week from the date of receiving the notice.

To date (02/06/2026).

D/C by me.

Judge, Commercial Court
At Asansol

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