

**COMMERCIAL COURT AT ASANSOL**

Present : Sri Arup Roy (JO Code :00865)  
Judge, Commercial Court, Asansol (In-Charge)

**Miscellaneous Arbitration (Commercial) 12 of 2025**

CNR No. :WBBD17-000041-2025

Order No.02  
04.08.2025

Record is put up by petition.

Ld. Advocate for the petitioner prayed for an interim order from the court in the form of appointment of a Receiver.

It is contended by Ld. Advocate for the petitioner that the commercial dispute in the instant case arose in respect of a petrol pump business which was a consequence of a partnership agreement. The partnership agreement is said to be "partnership- at-will" and the petitioner preferred for dissolution of the partnership based on the arbitration clause in the partnership agreement. Before appointment of the arbitrator the petitioner filed one application u/s 9 of Arbitration and Conciliation Act-1996 and the commercial court in respect of such case enjoined the respondent from creating any third party interest or to transfer of the property of their partnership business. The respondent was further directed to run the petrol pump to the extent of clearing the oil deposit in the underground reservoir and was also directed to clear the salaries of the four staffs out of the self proceeds. Further direction was given to maintain the statement of accounts and also those statement of accounts would be validated and verified by a qualified chartered accountant.

Ld. Advocate for the petitioner submitted before the court that after passing of the interim order they preferred an application before the Hon'ble High Court for appointment of an independent arbitrator to resolve the dispute between the parties but such application is still pending before the Hon'ble Court. In the mean time, according to the petitioner, the respondents flouted with the interim order of the court which prompted him to file an application for violation against the respondent.

It is further submitted by Ld. Advocate for the petitioner that it is the petitioner who is suffering loss on day to day basis as the respondents are carrying on the business of the petrol pump in usual course. To fortify such submission, Ld. Advocate for the petitioner had drawn my attention to the evidence adduced by one of the HPCL authority in the violation case where the authority in candid term stated that the petrol pump business is going on as usual. It is the contention of the petitioner that before appointment of the arbitrator, if the interim order is given a complete go bye by the respondent then it is the petitioner who was going to suffer irreparable loss and injury and accordingly, prayed for an appointment of receiver.

It is apparent from the record that the initial interim application of the petitioner was allowed by this court with such directions. It is also apparent that a violation proceeding is pending before the court for violation of the interim order. The main contention of the interim order lied in the fact that the respondents were at liberty to clear the oil deposit in the underground reservoir and clear the salaries of the staff out of the self proceeds and maintain statement of accounts.

Now if the business is continuing for three years then there is a prima facie act by the respondent which is somewhat contrary to the order as passed in the interim petition and if the business is under sole control of the respondent then there is a prima facie chance of misappropriating with the income of such business.

Therefore, considering all the aspects, I am of the opinion that an independent receiver should be appointed at this stage to take the measurement of the quantity of the oil, ie the present in the underground reservoir for proper adjudication of the case. Accordingly, Advocate Shesadri Dubey is appointed as receiver in the case. The receiver is at liberty to visit the property and to measure the amount of oil which is present in the underground reservoir and file a report before the court on the next date. To complete the process of measurement, the receiver can approach the local HPCL authorities and the local HPCL authorities would render all cooperation in measuring the oil that is present in the underground reservoir.

For the purpose of completing the statement regarding measurement of the oil present in the underground reservoir, the petitioner would pay Rs.20,000/- as fees/remuneration to the receiver for the initial work.

The petitioner is also directed to take steps upon the respondent.

To **10.09.2025** for report by receiver and appearance of the respondent.

Dict. & Corr. By me :

Judge, Commercial Court  
Asansol (In-Charge)

Judge, Commercial Court  
Asansol (In-Charge)