

COMMERCIAL COURT AT ASANSOL

**(FOR THE DISTRICTS OF MURSHIDABAD, BIRBHUM, PURBA
BARDHAMAN, PASCHIM BARDHAMAN, PURULIA AND BANKURA)**

Present :- Chiranjib Bhattacharya.
Judge, Commercial Court at Asansol.
(In-Charge)
JO Code :- WB00778.

Misc. Arbitration (Commercial) : 13/2025

CNR No:WBB17-000045-2025

Order No – 02

Dated : 04-09-2025

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 (c) 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 (hereinafter short referred to as A & C Act, 1996).

Marginal note of the office given by Abhimunyu Pal shows that there is no caveat.

The alleged cause of action falls within the jurisdiction of this Court. Having regard to the pecuniary value of the subject matter, this Court has jurisdiction to hear the instant application.

Ld. Senior Counsel of the petitioner is permitted to move the application for ad-interim order. The supplementary affidavit filed by the petitioner is taken on record.

Heard the Ld. Senior Counsel of the petitioner.

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

This is an application under Section 9 of the Arbitration and Conciliation Act, 1996. It has been alleged by the petitioner that the petitioner was running business of Diagnostic Centre throughout India and on 25.01.2020 entered into an agreement of lease for a period of 9 years with the respondent in respect of first floor of a

premises at Apar Garden, Anand Apartment, 190 GT Road (West), Asansol. It has been alleged by the petitioner that in clause 5.4 of the lease agreement it was mentioned that the respondent is bound to ensure uninterrupted supply of water to the petitioner. It has been further alleged that both parties acted in terms of the agreement till the end of 2024 but since January 2025 respondent was claiming water charges although there was no mention of any such charges in the lease agreement. Petitioner requested respondent to provide documents, if any, by which charges for water was collected by the Municipality but no such document was provided by the respondent and a letter of Secretary, Anand Apartment Flat Owners Association was sent to the petitioner. Although said association was not a registered body but in order to avoid disruption of its work petitioner proposed to pay average of charges over three consecutive months after installation of a separate water meter. However, respondent did not pay any heed to such request and started to disrupt supply of water to the diagnostic centre run by the petitioner.

It has been submitted by Ld. Advocate for the petitioner that without uninterrupted supply of water it will be difficult for the petitioner to run his business and considering the urgency of the situation an ad-interim injunction restraining respondent from withholding the water supply is required to be passed.

Considered the submission.

On perusal of the agreement for lease it appears that at Para No-5.4 it has been mentioned that the lessor shall provide uninterrupted supply of water at the demised premises. From Para- 5.8 it also appears that it was the responsibility of the lessor to maintain to upkeep common facilities. There is no denial that interruption of supply of water cause immense hardship and even if there is any genuine dispute, the same cannot be settled by disrupting the service of water.

Thus, prima facie case has been made out by the petitioner and the balance of convenience and inconvenience is also in favour of the petitioner in granting an ad interim order of injunction.

Accordingly the respondent and/ or his men and agents are hereby restrained from withholding the water supply to the lease hold premises till the next date of hearing which is fixed on **31/10/2025**.

The petitioner is directed to serve copy of the Section 9 application, the supplementary affidavit along with all documents as well as a copy of this order to the respondents and file affidavit of service on the next date.

The petitioner is also directed to take steps for appointment of Arbitrator by the next date.

The respondent is given liberty to seek discharge / variation of the interim order.

D/C by me.

**Judge, Commercial Court
At Asansol (in-charge)**

**Judge, Commercial Court
At Asansol (in-charge)**