

In The Court of Ld. District Judge, South 24 Parganas At Alipore
Misc Case (Arbitration) No.43 of 2026 (CIS No.43 of 2026)
CNR No. WBSP01-007966-2026
Present : Monikuntala Roy, District Judge(in-charge)
South 24-Parganas at Alipore (JO Code : WB01088)

1. Kailash Kumar and Brothers (Partnership firm
represented by one of its partner namely Sri
Kailash Kumar ShawPetitioner

-Versus -

1. Jokhiram Baijnath (A sole Proprietorship firm
represented by Sri Siddhartha SarawgiOpposite Party
2. Board of Trustees (Shyamaparasad Mukherjee)
Port of Kolkata (Kolkata Port Trust)Opposite Party

Order No. 02

Order dated 15.06.2026

From the office report it is seen that there is no caveat pending, and as such, the application under Section 9 of the Arbitration and Conciliation. Act is taken up for hearing.

Learned Counsel for the appellant submits that he has entered into an agreement on 02-05-2023 with opposite party no.1 who has agreed to allow the petitioner to use a space measuring about 4200 sq.ft. at premises no.P1, Goragacha Road, Kolkata-700043 under P.S. South Port, District : South 24-Parganas known as "Jain Kunj" for the purpose of storing goods, materials and articles containing several terms and condition as mentioned therein and also containing arbitration clause as per point no. 31 of the said agreement.

It is submitted that the petitioner is carrying on his part of duty as mentioned in the agreement and has obtained GST Registration Certificate from Govt of India, License under FSSAI Act, 2006 from the Department of Health and Family Welfare, Food Safety and Standards Authority, India and Trade License from the License Department, Kolkata Municipal Corporation in respect of the suit premises.

Upon execution of the aforesaid agreement dated 02.05.2023, the petitioner has started its business using the space measuring about 4200 sq.ft. as storage space. The petitioner is paying the agreed amount of storage charge to the opposite party no.1 as per the agreement. In the meantime, during subsistence of the said agreement, an eviction order was passed by the opposite party no.2 against opposite party no.1 in respect of the said premises in a proceeding no.1754 of 2019, 1755 of 2019, 1753 of 2019. In view of the execution of the said eviction order, the opposite party no.1 is now trying to evict the petitioner forcefully from the said premises without due process of law before the expiry of the agreement on 30.06.2026.

In support of his contention, several documents including the agreement and documents indicating payment of such amount and other relevant documents such as Food License, Trade License etc are annexed, and as such, the Learned Counsel for the petitioner prays for necessary order as he intends to invoke arbitration clause as per the agreement.

Heard Learned Counsel for the petitioner.

Considered the submissions and perused the materials on record from which, it is seen that the agreement contains an arbitration clause and the petitioner intends to invoke the arbitration clause, and as such, the interest of the petitioner needs to be protected by way of an ad-interim injunction till **15.07.2026**.

Hence, it is,

ORDERED

that the O.P. no.1 is hereby restrained from disturbing the peaceful working of the business and further restrained from creating any third party interest in the suit property in any manner whatsoever till **15.07.2026** on the condition that the petitioner shall approach the appropriate authority for initiation of arbitration proceedings by appointment of an Arbitrator within a period of 90 days from the date of this order.

Issue notice upon the opposite parties. Requisites at once.

Fix **15.07.2026** for SR and AD.

Dictated & corrected by me.

Sd/- Monikuntala Roy
District Judge (in-charge)
South 24-Parganas
(WB01088)