

**IN THE HIGH COURT AT CALCUTTA
COMMERCIAL APPELLATE JURISDICTION
COMMERCIAL DIVISION**

Present:

The Hon'ble Justice Debangsu Basak

And

The Hon'ble Justice Md. Shabbar Rashidi

AO (COM) 31 of 2025

M/s. Prime Projects

vs.

Prajnanananda & Anr.

With

CAN 1 of 2025

For the Appellant

: Mr. Chayan Gupta
Mr. Souradeep Banerjee
Mr. Pourosh Bandyopadhyay
Mr. Abhidipto Tarafder
Ms. Sanjana Sinha

For the Respondent No. 1

: Mr. Rahul Karmakar
Mr. Tanmoy Mukherjee
Mr. Rudranil Das

For the Respondent No. 2

: Mr. Surya Prasad Chattopadhyay
Mr. Arjun Samanta
Mr. Ankit Chatterjee

Heard & Judgment on

: March 12, 2026

Debangsu Basak, J.:-

1. Appeal is at the behest of a claimant in an arbitration proceeding and directed against an order dated August 4, 2025 passed in Misc. Arb (Com)

No. 28 of 2025 passed by the learned Judge, Commercial Court at Rajarhat, North 24-Parganas.

2. By the impugned order, learned Judge vacated a subsisting ad-interim order of injunction.
3. Learned advocate appearing for the appellant submits that, the subsequent to the order dated August 4, 2025, the petition under Section 11 of 1996 was disposed of by a judgment and order dated January 29, 2026 passed in AP-COM 821 of 2025.
4. The Court under Section 11 of the Act of 1996 held that there was an arbitration agreement by and between the parties and the disputes between the parties are referable to arbitration. Court appointed the learned Arbitrator to enter into the reference. Appellant informed the learned Arbitrator so appointed by the judgment and order dated February 10, 2026.
5. Learned advocate appearing for the appellant draws the attention of the Court to the observations made in the impugned order. He submits that in the event, such observations are allowed to stand, the same will prejudice the appellant in the arbitration proceeding. He submits that the finding that there is no legal enforceability of the unregistered document is incorrect and should be interfered with in the appeal.

6. Learned advocate appearing for the appellant submits that since an arbitrator stands appointed, the appellant will approach the learned Arbitrator under Section 17 of the Act of 1996 for interim protection. Till such time the appellant is able to apply before the learned Arbitrator and the learned Arbitrator passes the order, some protection should be afforded to the appellant.
7. Learned advocate appearing for the appellant submits that a development agreement was entered into between the parties. Learned advocate is likely to create third party right over and in respect of an immovable property concerned unless restrained. Moreover, there subsisted an ad-interim order of injunction till the same was vacated on August 4, 2025.
8. Respondent is represented.
9. We find from the records that a Joint Venture agreement dated July 30, 2022 was entered into by the parties. Such joint venture agreement contained an arbitration clause. Disputes between the parties arose with regard to such joint venture agreement.
10. Appellant before us applied under Section 11 of the Act of 1996 being AP-COM 821 of 2025 for referring the disputes in such agreement for arbitration. Learned Judge in *seisin* of such proceeding disposed of such

application by the judgment and order dated February 10, 2026 referring the parties to arbitration.

11. Appellant before us is, therefore, now entitled to apply under Section 17 of the Act of 1996 for any protection that the appellant seeks.

12. In our view, interest of justice would be sub-served by permitting the appellant to approach the learned Arbitrator under Section 17 of the Act of 1996 for grant of protection, if so advised. Before learned Arbitrator, none of the parties will be prejudiced any of the observations made in the impugned order dated August 4, 2025.

13. We make it clear that we did not enter into the rival contentions of the parties. All points raised by the parties are kept open to be decided by the learned Arbitrator.

14. **CO (COM) 31 of 2025** and the connected application being **CAN 1 of 2025** are disposed of without any order as to costs.

(Debangsu Basak, J.)

15. I agree

S.D.

(Md. Shabbar Rashidi, J.)