

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
(Commercial Division)
AP-COM/58/2026
ANWAR HUSSAIN
VS
MR MUZAMMIL HUSSAIN

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 4th February, 2026.

Appearance:

Mr. Arik Banerjee, Adv.
Mr. Rohit Mukherjee, Adv.
Mr. Debabrata Das, Adv.
Mr. Saptarshi Mukherjee, Adv.
Mr. Pratik Acharjee, Adv.
...for the petitioner

Mr. Shyamal Chatterjee, Sr. Adv.
Mr. Azim Md. Sabir, Adv.
...for the respondent

The Court: The petitioner has preferred the present petition under Section 9 of the Arbitration and Conciliation Act, 1996, seeking, inter alia, a direction upon the respondent to pay a sum of Rs. 12,03,190/- towards the alleged outstanding arrears of license fee/occupational charges and further to pay a sum of Rs. 75,000/- per month as occupational charges. The petitioner also seeks an order restraining the respondent from encumbering the premises located at 17, Zakaria Street, P.S. Jorasanko, Kolkata-700073.

It is the case of the petitioner that the petitioner entered into a leave and license agreement dated 01.06.2022 with the respondent, permitting the respondent to use and occupy the godown situated on the ground floor of the premises located at 17, Zakaria Street, P.S. Jorasanko, Kolkata-

700073. The respondent was allowed to use the said godown for a period of 11 months, commencing from the date of execution of the agreement and expiring on 30.04.2023, at a monthly license fee of Rs. 34,000/-, inclusive of electricity charges. The respondent also paid a refundable security deposit of Rs. 5 lakhs.

Learned counsel for the petitioner contends that the respondent stopped making payment of the license fee, thereby compelling the petitioner to approach this Court.

Learned Senior Counsel appearing for the Respondent, at the outset, submits that the present dispute is capable of being resolved amicably between the parties. Learned Senior Counsel further submits that the Respondent is ready and willing to vacate the premises in question forthwith. It is further submitted that, out of the total security deposit of Rs. 5,00,000/- lying with the Petitioner, a sum of Rs. 3,00,000/- shall be appropriated towards the outstanding dues payable by the Respondent to the Petitioner, and the balance sum of Rs. 2,00,000/- shall be refunded to the Respondent upon handing over vacant and peaceful possession of the premises in question.

Learned Counsel for the petitioner states that he is agreeable to the said proposal.

The respondent shall forthwith hand over vacant and peaceful physical possession of the aforesaid premises on or before 06.02.2026.

Let this matter be listed for compliance on 06.02.2026.

(GAURANG KANTH, J.)