

OCD 5

ORDER SHEET
AP-COM/89/2026
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

BISTRO HOSPITALITY PRIVATE LIMITED
VS
ABUNDANT FRIDAYS VENTURES LLP

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 10th February, 2026.

Appearance:
Mr. Debrup Bhattacharjee, Adv.
Mr. Arush Khanna, Adv.
Mr. Steuen Sourodip Biswas, Adv.
Mr. Gurdev Singh Tung, Adv.
Mr. Siddharth Singh, Adv.
. . .for the petitioner.

The Court:

1. The respondent has refused service. Refusal is good service.
2. Affidavit of service is taken on record. The matter proceeds in the absence of the respondent. This is an application under Section 9 of the Arbitration and Conciliation Act, 1996. The disputes arise out of a sub-franchisee agreement dated June 1, 2024. The petitioner prays for injunction on various grounds. Article 20 of the agreement contains an arbitration clause:

“20. ARBITRATION

20.1. All the parties to this agreement hereby agree that, any dispute or differences which may arise out of this Agreement or

in relation thereto including any dispute relating to its validity or its effect which cannot be settled amicably within a period of 30 (thirty) days shall be settled finally by Arbitration through a sole Arbitrator to be jointly appointed by both the parties in accordance to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of the arbitration shall be at Kolkata and the language of arbitration shall be English. The cost of arbitration shall be borne by the parties equally. The award rendered by the Arbitrator shall be final and binding upon the parties.”

3. The allegation of the petitioner is that, despite termination of the sub-franchisee agreement with the respondent, the respondent continues to use the name and style of ‘TGI Fridays’ in its restaurant at Amritsar. There are other allegations of violation of the clauses of the sub-franchise agreement. Allegations are that an unapproved menu is being served contrary to the agreement, payments of royalty were not made and the respondent was continuing with its own business and advertising the same in various online portals and digital platforms as a sub-franchisee of TGI Fridays.
4. Under such circumstances, a prima facie, case for an interim protection to the petitioner has been made out. The petitioner runs the risk of losing its franchisee of TGI Fridays. The petitioner is granted liberty to request the digital platforms/intermediates to remove all contents and advertisements of the respondent in which the name a style of TGI Fridays have been used after January 31, 2026. The petitioner will also be at liberty to put up advertisements in the digital platforms, print media and otherwise, indicating that the sub-franchise with the respondent has been terminated and the respondent was continuing its

own business, without having any connection with the petitioner. The respondent is further directed to preserve the books of accounts.

5. List this matter on 23rd February, 2026 before the appropriate Bench.
6. Service of this order be effected upon the respondent and affidavit of service be filed.

(SHAMPA SARKAR, J.)

SP/