

ORDER

OC - 11

IN THE HIGH COURT AT CALCUTTA  
COMMERCIAL DIVISION  
ORIGINAL SIDE

AP-COM/174/2026  
RDSR INNOVATIONS PRIVATE LIMITED  
VS  
KALDI CRAFT COFFEE PRIVATE LIMITED AND OTHERS

BEFORE  
HON'BLE JUSTICE GAURANG KANTH  
Date: April 10, 2026.

*Appearance:-*  
*Mr. A. Chakraborty, Adv.*  
*Mr. Suresh Kumar Sahoo, Adv.*  
*Ms. Rimi Mandal, Adv.*  
*...for petitioner.*

The Court:- The affidavit of service is taken on record. Despite service, none appears on behalf of the Respondents.

The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator to adjudicate the disputes between the parties. The Petitioner and Respondent No. 1 are companies incorporated under the Companies Act, 1956. By virtue of a Joint Venture Agreement dated 18.01.2022, the parties agreed to incorporate a joint venture company under the name and style of *KKCPL & RDSR Innovations Private Limited*. The objective of the joint venture was to establish and operate a franchise under the name *Kraft Coffee* at the Kraft Coffee Experience Centre situated at 26, Ballygunge Park Road, Kolkata – 700019, in terms of a lease agreement executed between the Respondent and the landlord.

The lease was for a period of five years with an option for renewal for a further period of four years. As per the Joint Venture Agreement, the parties agreed to jointly contribute a total capital of Rs. 1.25 crores, which was subsequently enhanced to Rs. 1.35 crores. It was further agreed that Respondent No. 1 would furnish all invoices and relevant documents to determine the actual capital expenditure incurred. The profits and losses were to be shared in the ratio of 50:50. Respondent No. 1 also undertook to provide a minimum guaranteed payment of Rs. 2.5 lakhs per month or 50% of the profits, whichever was higher, payable by the 10th day of each month. The management and day-to-day operations of the establishment were entrusted to Respondent No. 3, and the Petitioner was not to interfere in such operations.

Learned counsel for the Petitioner submits that disputes and differences have arisen between the parties on account of failure on the part of the Respondents to maintain transparent accounts and to make the agreed monthly payments. It is contended that the Petitioner initially invested a sum of Rs. 60 lakhs towards its share of capital. Thereafter, the parties determined the actual capital expenditure, and the Petitioner's further contribution was adjusted against outstanding dues in terms of email dated 16.04.2024. It is further submitted that despite repeated demands, the Respondents failed to clear the outstanding dues, which exceeded Rs. 40 lakhs.

Consequently, the Petitioner issued a demand notice dated 05.12.2025. Thereafter, invoking the arbitration clause contained in the Joint Venture

Agreement, the Petitioner issued a notice dated 27.12.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, proposing the appointment of an arbitrator. The Respondents, by reply dated 28.01.2026, denied the allegations and refused to concur in the appointment of the proposed arbitrator, thereby necessitating the filing of the present petition.

This Court has heard learned counsel for the Petitioner and perused the materials on record. The existence of an arbitration agreement between the parties is not in dispute, even from the reply dated 28.01.2026 issued by the Respondents. The disputes raised by the Petitioner prima facie fall within the ambit of the arbitration clause.

In view of the settled position of law governing proceedings under Section 11 of the Arbitration and Conciliation Act, 1996, the scope of examination by this Court is confined to the existence of a valid arbitration agreement. Since such an agreement exists and disputes have arisen between the parties, this Court is of the view that the matter deserves to be referred to arbitration.

Accordingly, this Court appoints Mr. Debraj Sahu, Advocate (Mob. No. 9831544867), as the Sole Arbitrator to adjudicate the disputes between the parties.

All rights and contentions of the parties are kept open to be decided by the learned Sole Arbitrator.

The appointment of the learned Sole Arbitrator shall be subject to compliance with Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Sole Arbitrator shall be entitled to fix his remuneration in accordance with the Fourth Schedule to the Act.

The Petitioner shall communicate a copy of this order to the learned Sole Arbitrator for necessary compliance.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)

R. D. Barua