

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/950/2025

IA NO: GA-COM/1/2026

D K BAKING PRIVATE LIMITED
VS
M/S ATR ASSOCIATES

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 15th July, 2026.

Appearance:

Mr. Shatadru Chakrabroty, Sr. Adv.
Ms. Ankita Baid, Adv.
Ms. Sucheta Mitra, Adv.
Mr. Hareram Singh, Adv.
Mr. Saptarshi Rajan Chatterjee, Adv.
...for the petitioner

Mr. Rohit Banerjee, Adv.
Mr. Aurin Chakrabroty, Adv.
Mr. Sumit Biswas, Adv.
Ms. Rajashree Bhowmick, Adv.
...for the respondent

The Court: Re: IA No.GA-COM/1/2026

Affidavit-in-reply filed by the respondent is taken on record.

This is an application filed by the respondent seeking recall or modification of the orders passed by this Court dated 17th December, 2025 and 28th January, 2026, whereby the bank account(s) linked with PAN No. ABYPA4852F of the respondent were attached to the extent of Rs.37,08,713/-.

Learned Counsel appearing on behalf of the respondent submits, at the outset, that this Court lacks territorial jurisdiction to entertain the present proceedings.

It is contended that the petitioner company is situated in the State of Odisha and that this Court lacks territorial jurisdiction to entertain the present proceedings. According to the respondent, no part of the cause of action arose within the territorial jurisdiction of this Court. It is further submitted that although the arbitration agreement stipulates 'Kolkata' as the place and venue of arbitration, in the absence of any part of the cause of action having arisen within the territorial limits of this Court, the present proceedings are not maintainable.

Learned Counsel for the respondent further submits that the respondent had no prior knowledge of the arbitral award dated 7th November, 2025 and came to know about the same only on 23rd February, 2026 upon receiving intimation from HDFC Bank regarding attachment of its bank accounts pursuant to the orders passed by this Court. It is further submitted that the respondent is a proprietorship concern and that the continued attachment of the bank account has hampered its day to day operation and financial transactions thereby causing serious prejudice and resulting in irreparable loss and injury.

Learned Counsel for the respondent submits that the respondent is ready and willing to comply with such terms and conditions as may be imposed by this Court for securing the awarded amount.

This Court has considered the submissions advanced on behalf of the parties.

Prima facie, the arbitration agreement designates Kolkata as the seat and place of the arbitration. The present dispute also falls within the ambit of a commercial dispute involving a claim of Rs.37,08,713/-.

In view thereof, this Court is satisfied that it possesses the territorial jurisdiction to entertain and adjudicate the present proceeding. Having regard to the submissions advanced by learned Counsel for the respondent and in order to balance the equities between the parties, this Court deems it appropriate to direct the respondent to secure the amount of Rs.37,08,713/- by depositing the said amount by way of a cash security with the Registrar, Original Side of this Court within a period of three weeks from date.

Subject to such deposit being made within the stipulated period, the orders dated 17th December, 2025 and 28th January, 2026 shall stand recalled and the attachment limit upon the bank account of the respondent shall stand vacated.

In default of such deposit being made within the stipulated period hereinabove, the interim orders dated 17th December, 2025 and 28th January, 2026 shall continue to remain operative without any further reference to this Court.

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

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Learned Counsel for the respondent seeks and is granted two weeks to file his affidavit-in-opposition. Reply to the same, if any, be filed within one week thereafter.

List the matter after four weeks.

(GAURANG KANTH, J.)