

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE

AP/227/2025

ANWAR HUSSAIN
VS
MD QUAMRUDDIN QUERESHI

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 13th January, 2026.

Appearance:

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

The Court: The petitioner has preferred the present application under Section 9 of the Arbitration and Conciliation Act, 1996 seeking, *inter alia*, a direction upon the respondent to pay a sum of Rs.27 lakhs towards payment of pending arrears of licence fee/occupation charges and further to pay a sum of Rs.75,000/- per month as occupation charges. The petitioner further seeks injunction restraining the respondent, its men, agents or any other person from alienating, encumbering or creating any third party right, title or interest in respect of the said property.

From the perusal of the record, it appears that the respondent had already instituted a Title Suit being No.406 of 2025 before the City Civil Court, Calcutta wherein vide order dated 10th March, 2025, the Learned Trial Court restrained the petitioner from causing, creating, obstructing,

hindering in the ingress and egress of the respondent, his staff, his men and agents and is also restrained from taking and keeping articles such as chairs, tables, tandoor from the said godown. The civil Court has further restrained the petitioner from creating any third party interest in respect of the said godown.

It is the contention of the learned Counsel for the petitioner that the respondent approached the City Civil Court by suppressing the arbitration clause contained in the Leave and Licence Agreement dated December, 2019.

This matter can be decided only upon completion of pleadings.

The respondent is directed to file affidavit-in-opposition within a period of three weeks. Reply to the same, if any, be filed within one week thereafter.

List the matter after four weeks.

A copy of the order shall be communicated to the respondent.

(GAURANG KANTH, J.)