Dd *5* **14.10.2026**
(Bench ID-266446)

In the High Court At Calcutta

CIVIL APPELLATE JURISDICTION
COMMERCIAL DIVISION

AO-COM/49/2026
TRILOK MERCANTILE LLP AND ORS.
VS
SAPPHIRE CAFE LLP
IA NO: CAN/1/2026

Mr. Sabyasachi Choudhury, ld. Sr. Adv.
Mr. Tridib Bose, Advocate
Mr. Sourav Roy, Advocate
… … For the Appellants

Mr. Shounak Mukhopadhyay, Advocate
Mr. Supriyo Gop, Advocate
Ms. Madhuja Barman, Advocate
… … For the Respondent

1. Appeal is directed against the order dated September 30, 2026 passed in Misc. Arb (Com) 62 of 2026 by the learned Commercial Court at Alipore.
2. Learned senior advocate appearing for the appellants submits that, the parties entered into an agreement by which, a leave and licence agreement was granted in favour of the respondent to enjoy the immovable property. He submits that, the respondent is not paying the terms of such agreement. He submits that, even electricity charges are not being paid by the respondent.
3. Learned senior advocate appearing for the appellants contends that the learned Trial Judge erred in not granting the ex parte ad interim order of injunction. He submits that the appellants satisfy all

the three tests required for grant of injunction in the facts of the present case.

4. Learned advocate appearing for the respondent submits that, his client is ready to refer all the disputes and differences to arbitration in terms of the arbitration agreement. He submits that his client is agreeable to the Arbitration of Mr. Swarnendu Ghosh, learned Senior Advocate to be appointed to arbitrate the disputes between the parties. On instructions, he submits that, his client is undertaking not to alienate the property till the reference is made to arbitration. He further submits that, respondent will pay the electricity charges for the present. He contends that, the arrears of the occupational chargers stand secured by the security deposit lying with the appellants.
5. Learned senior advocate appearing for the appellants on instructions agrees to refer the disputes to arbitration by appointing Mr. Swarnendu Ghosh, learned Senior Advocate of Bar Library Club.
6. Apparently, there are disputes and differences between the parties in relation to an agreement that they have entered into in respect of an immovable property concerned. Such agreement contains an arbitration clause.
7. In Court, the parties agree to settle their disputes and differences through the arbitration. They agree that Mr. Swarnendu Ghosh, learned Senior Advocate of Bar Library Club as the Arbitrator.
8. Consequently, the disputes and differences are referred to the learned Arbitrator as agreed.
9. Pending the reference, it would be appropriate to restrain the respondent from creating any third party rights over and in respect of immovable property

concerned in any manner whatsoever. The respondent may also pay the electricity bills within a week from date.

10. In response to a query of the Court learned advocate for the respondent submits that, respondent is aware of the quantum of the electricity bills.

11. Learned Arbitrator is at liberty to decide on his remuneration. It will be open to the parties to refer connected disputes in connection with the two amenities agreements to the same learned Arbitrator.

12. We clarify that we did not enter into the merits of the respective contentions of the parties. They are open to be decided at the appropriate forum.

13. AO-COM/49/2026 along with the connected application are **disposed of** accordingly.

(Debangsu Basak, J.)

(Aryak Dutt, J.)

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