

Title Suit No.02/2026
Reg. no. 02/2026
(CNR No. WBPU08-000003-2026)

Order No.2 dated 06/01/2026:-

The case record is put up today.

Ld. Advocate for the plaintiff moves the petition U/O XXXIX Rule 1 and 2 of C.P.C.

No caveat is pending as per report of the Sherestadar. Accordingly, the record is taken up for hearing considering the urgency of the matter.

Heard Ld. Advocate for the plaintiff.

Perused the record carefully. Considered.

This is a suit for partition, declaration and dissolution of partnership.

The plaintiff's case in brief is that the plaintiff and the defendant no.1 are running a partnership firm namely 'P.R. Water & Beverage' and they jointly purchased 15 decimals land in plot no.2524 and 2533 from Dilip Kumar Bhattacharjee vide registered deed dated 23/10/2021. A partnership deed was also executed between them being no.112 dated 24/12/2021. Subsequently, they took loan of Rs.48,00,000/- from Canara Bank, Purulia Branch. The plaintiff also invested huge money for the purpose of the business. The plaintiff entrusted the defendant no.1 for running the business but she misused the income and the fund of the partnership. As per the partnership deed, both the plaintiff and the defendant have 50% share each. Suddenly in May, 2025 Canara Bank, Purulia Branch served notice to the plaintiff to the pay loan amount. Then she requested the defendant no.1 to handover the accounts of the business but the defendant no.1 assured her to handover the same within 25/12/25. Then she served one legal notice to the plaintiff with false allegations. The total value of the firm is Rs.1,40,00,000/- and the defendant no.1 agreed to pay the plaintiff Rs.35,00,000/- but now she is refusing to pay the said amount. If the defendant nos. 2 and 3 became able to recover the loan amount by auction sale of the properties of the partnership firm, the plaintiff would suffer great loss and injury. The plaintiff is willing to pay the entire loan amount but due to wrongful act of the defendant no.1 she could not do so. As a result, the plaintiff has been compelled to file the instant petition praying for an order of ad interim injunction restraining the defendant nos. 2 and 3 from alienating and transferring the immovable properties of the partnership firm as described in the schedule of the plaint.

In support of her contentions, the plaintiff has filed certified copies of deed no.112/2021 and deed no.324/2022.

It appears from the documents on record that the plaintiff has filed the deed of partnership and one sale deed in the name of the firm. However, she has withheld the notice served upon her by the bank. It is clear from the pleadings that the plaintiff is a defaulter of loan and for that reason the bank has proceeded against the partnership firm as per the provisions of the SARFAESI Act. Section 34 of the said Act clearly prohibits the jurisdiction of civil Court to entertain suits of this nature. Considering such facts and circumstances, I am not inclined to restrain the defendant nos. 2 and 3 at this stage from proceeding as per law.

Accordingly, I do not find strong prima facie case in favour of the plaintiff to go into the trial and the balance of convenience and inconvenience also does not lie in her favour. Moreover, in my opinion, the defendant nos. 2 and 3 must be given an opportunity of hearing prior to passing of any order of injunction.

Therefore, considering such facts and circumstances, I am not inclined to grant an order of ad interim injunction in favour of the plaintiff.

Hence, it is,

ORDERED

that the ad interim relief, as prayed by the plaintiff, is hereby considered and refused.

Issue notice upon the defendant nos. 2 and 3 asking them to show cause within 15 days from the date of receipt of the notice as to why the temporary injunction, as prayed for by the plaintiff, shall not be granted against them.

Requisites at once.

To date for S/R and appearance.

Dictated and corrected by me

Sd/-
Civil Judge (Senior Division)
Raghunathpur, Purulia
(J.O.WB-01313)

Sd/-
Civil Judge (Senior Division)
Raghunathpur, Purulia
(J.O.WB-01313)