

Title Execution Case No. 12918 of 2013 (R 121 of 2016)

CNR No. WBSP-02-002372-2016

Order dated 03.08.2026

Today is fixed for filing written objection, if any, to the Draft of Development Agreement, in the mean time i.d. necessary order.

Separate hazira filed on behalf of Decree Holder nos. 1 and 3, decree holders and judgment debtor/decreed holder Sugata Lahiri through Ld. Advocates.

No written objection has been filed.

Ld. advocate for judgment debtor/decreed holder Sugata Lahiri has submitted that an application dated 25.06.2026 filed by this judgment debtor, is pending for adjudication and Ld. Advocate has moved on this application and submitted that for non-payment of rent by the Developer for alternate accommodation of Sugata Lahiri on and from February, 2025, in violation of order dated 21.03.2024, Ld. Court, to issue Arrest Warrant against the Developer Utpal Sil and other decree holders namely Soumya Kanti Lahiri and Samit Lahiri.

Ld. advocate for judgment debtor/decreed holder Sugata Lahiri argued that the Developer is not a party to this proceeding and therefore, Ld. Advocate appearing for Developer has no authority to move before the Court.

Ld. advocate then submitted that for non-appearance of for judgment debtor/decreed holder Sugata Lahiri, Ld. Court, issued Warrant of Arrest and accordingly, for non-payment of rent of alternate accommodation of Sugata Lahiri, Warrant of Arrest may be issued.

Ld. advocate for judgment debtor/decreed holder Sugata Lahiri then submitted that there are some defects in the draft copy of Development Agreement, already been served upon judgment debtor/decreed holder Sugata Lahiri and Ld. Advocate will take necessary step today itself, by 4.00pm.

Ld. advocate representing Developer has submitted that Developer is not a party to this Execution Proceeding and Developer, paid the rent for seven months for alternate accommodation of judgment debtor/decreed holder Sugata Lahiri but he did not execute the Development Agreement and the Developer cannot pay the rent for an indefinite period of time without execution of said Development Agreement.

Ld. advocate representing decree holders submitted that the contention of Ld. advocate for judgment debtor/decreed holder Sugata Lahiri, is false and incorrect and vide order dated 22.06.2026, this Ld. Court has observed that the conduct of Sugata Lahiri is not bona fide.

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Contd...../Order dated 03.08.2026

Heard,

Considered,

It is now 5.30 pm.

I have gone through the case record and it appears that today is fixed for filing written objection by judgment debtor/decreed holder Sugata Lahiri but no written objection has been filed.

Today, Ld. Advocate for judgment debtor/decreed holder Sugata Lahiri has moved the application dated 25.06.2026 seeking issuance of Warrant of Arrest against the Developer Utpal Sil and other decreed holders namely Soumya Kanti Lahiri and Samit Lahiri, on the ground that the Developer/ decreed holder except Sugata Lahiri are not paying any amount of rent since December, 2024 till March, 2026 at the rate of Rs. 23,000/- per month, for which, they are guilty for non-compliance of order dated 21.03.2024.

I am taking up this application for consideration.

Firstly, the application is non-maintainable because there was no direction upon the decreed holders except Sugata Lahiri, for payment of rent of Rs. 23,000/- per month.

Secondly, even after getting monthly rental for seven months to the tune of Rs. 23,000/- per month which is admitted by judgment debtor, he, Sugata Lahiri denied Execution of Development Agreement, draft of which has already been filed by said Developer on 08.07.2025.

Thirdly, when the Developer is not a party to this proceeding as alleged by Ld. Advocate representing Sugata Lahiri, then how the prayer to issue Warrant of Arrest against the Developer has been raised. As already observed in order dated 22.06.2022 and as appearing from the materials-on-record, this Court reiterates that said Sugata Lahiri is not willing to execute the Development Agreement and his object is to drag the matter by adopting various means otherwise, why, even after taking monthly rent for seven months from the Developer, said Sugata Lahiri, did not execute the Development Agreement?

It also reveals that the intention of said Sugata Lahiri is to enjoy the alternate accommodation, on payment of rent by Developer and to cause delay in the proceeding under this case.

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In this context, I should refer the decision of Hon'ble Supreme Court in *Periyammal (dead) v. V. Raja Mani and Anr.*, the Hon'ble Supreme Court has held that ***“the Executing Court must dispose of the Execution Proceeding within six months from the date of filing, which may be extended only by recording reasons in writing for such delay”.***

In view thereof, the application filed by decree holder Sugata Lahiri dated 25.06.2026 is considered and rejected on contest.

Accordingly, the application filed by decree holder Sugata Lahiri dated 25.06.2026 is disposed of.

Execution Clerk is directed to make verification of draft Development Agreement dated 08.07.2025 without fail.

To **21.08.2026** for verification Report of draft Development Agreement dated 08.07.2025.

Upload order in CIS.

D/C by me,

Civil Judge (Senior Division)
4th Court, Alipore, South 24 Parganas
JO Code WB01004.

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4th Court, Alipore, South 24 Parganas
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