

**Money Suit No. 38 of 2024**

CIS No. 38 of 2024

CNR No. WBBK07-000321-2024

Present : Sri Tanumoy Karmakar (J.O. Code: WB01209)

**Order no. 05**

Dated 18-02-2026

The record is put up today by way of a put up petition filed by the plaintiff.

The put up petition is considered and allowed.

Ld. Counsel for the plaintiff filed one application under Order 39 Rule 1 & 2 read with section 151 of the CPC and also intends to move the said application.

Now the case record is taken up for hearing.

Heard Ld. Counsel for the plaintiff.

The case record is taken up for passing necessary order.

The crux of the plaintiff's case is that plaintiff has entered with an agreement dated 19-09-2018 with the defendant by which defendant assured that defendant will invest amount of Rs. 70,00,000/- which was due to plaintiff for the purpose of allotment of flats in respect of 'A' schedule property in favour of the plaintiff. The condition of the said agreement was that Rs. 70,00,000/- will be payable by defendant no.1 as temporary investment at a return of 1 per cent per month on the said sum only for a period of 12 months or earlier upon one month prior notice for repayment of the entire sum by plaintiff who as per terms and conditions of said agreement received Rs.24,50,000/- as interest out of total amount of Rs.70,00,000/-. Therefore at present Rs. 94,50,000/- is due from defendant as per terms and conditions of the said agreement dated 19-09-2018.

The further fact of the plaintiff's case is that plaintiff has requested the defendant to return back amount of Rs.94,50,000/- along with penalty, but defendant refused on 22-12-2024 to make due payment in favour of the plaintiff. Thus, plaintiff initiated this suit and prayed for an order of ad interim injunction because plaintiff apprehended that at any time defendant can alienate the schedule property to any third party.

So, plaintiff has prayed for an order of injunction restraining the defendant alienating the suit property to any third party.

As per the departmental report no caveat is pending on the said property with regard to the said dispute.

Ld. Counsel for the plaintiff in the course of his submission filed original agreement along with searching slips of the schedule property reflecting the name of the plaintiff as a co-owner of the schedule plot.

So, plaintiff is quite able to prove a *prima facie* case in his favour. The balance of convenience and inconvenience also tilts in favour of the plaintiff on the basis of the documents filed by him. Since, a huge amount is payable to the plaintiff as appearing *prima facie*, the plaintiff will suffer irreparable loss and injuries if any portion of the suit property as mentioned in the schedule of the plaint, alienated to any third party.

Accordingly, I find that some protection can be given to the plaintiff at this juncture.

Hence, it is,

**ORDERED**

that the prayer for ad interim order on application under Order 39 Rule 1 & 2 of CPC preferred by the plaintiff be and the same is granted as ad-interim measure.

The defendant, his men, agents and associates are hereby restrained from creating any third party interest in respect of the suit property upto the next date. He is also hereby restrained from alienating any portion of the suit property upto the next date.

Defendant is hereby directed to show-cause within 30 days from the date of receipt of notice as to why the relief claimed in the said application shall not be granted.

Issue notice accordingly.

Plaintiff is hereby directed to file the requisites forthwith. Plaintiff is also directed to comply Rule 3(a) & 3 (b) of Order 39 forthwith within 24 hours.

To date (12-03-2026) for awaiting SR of summons/notice and appearance of the defendant.

Update CIS forthwith.

*Dictated & Corrected by me.*