

Title Suit 293 of 2025
Present: Sri Subhrajit Basu, Ld. Judge, Bench-IV
City Civil Court, Calcutta

Order No.3
21.02.2025

In connection with the instant suit, the Ld. Advocate for the plaintiff moves an application for temporary injunction under Order 39 Rules 1 & 2 read with Section 151 of CPC and prays for an ad-interim order of injunction.

The injunction application was moved yesterday but for production of certain documents, an adjournment was taken by the plaintiff and the matter was fixed today.

Today, one supplementary affidavit is filed by the plaintiff in connection with the injunction application upon annexing certain documents.

Checked the caveat report of this day which reveals that no caveat has been lodged.

Now, the application for temporary injunction is taken up for hearing for consideration of the prayer for ad-interim order of injunction.

The instant suit has been filed for declaration, permanent injunction and other relief.

The fact of the case, in brief, is that Defendant No. 1 by virtue of a Registered Deed of Conveyance dtd. 19.02.1998 purchased the property being municipal premises no. 13, Chapel Road, P.S. Hastings, Kolkata-700022. Thereafter, the name of Defendant No. 1 was mutated in the record of Kolkata Municipal Corporation in respect of the said premises. Defendant No.1 in order to develop the property entered into an agreement for development with Defendant No. 2, being the developer, for construction of Ground + IV storied building at the said premises. The plaintiff/petitioner being interested to acquire one self-contained flat being Flat No. 2N situated on the northern side of the second floor of the said building together with the right of parking one car on the ground floor of the proposed building entered into an Agreement for Sale with the defendants on 12.11.2002 which was ultimately registered in 2024 after a dispute in connection with the valuation and payment of stamp duty on the said agreement was finally heard and decided by the appropriate authority. The copy of the registered Agreement for Sale dtd. 17.09.2024 has been annexed with the injunction application.

It is the case of the plaintiff that pending finalisation of the registration of the agreement for sale, since the building was duly completed long back and the plaintiff had paid the full consideration money for the value of the flat and car parking space, Defendant No.1

delivered the vacant possession in respect of the said flat and the car parking space to the plaintiff in part performance of the contract. The plaintiff has annexed a copy of receipt of Kolkata Municipal Corporation and the Electricity Bill for January, 2025 by way of the supplementary affidavit to show its possession.

According to the plaintiff, after the registration of the agreement for sale was completed and possession was handed over, the plaintiff approached Defendant No. 1 on several occasions to execute the Deed of Sale in respect of the said flat and car parking space but Defendant No. 1 failed and neglected to do so on some plea or the other. In this regard, Ld. Advocate for the plaintiff also issued a notice to the Defendants on 25.11.2024 but the same came back with the postal remarks 'Addressee Left' and ' Addressee Not Located'. It is stated by the plaintiff that the addresses of the Defendants to which the notices were sent are the last known addresses of the defendants. Accordingly, the plaintiff has filed the instant suit.

By the instant injunction application, the plaintiff/petitioner is praying for a temporary injunction restraining the defendants from assigning or creating any third party interest in respect of the said flat and the car parking space as described in the schedule of the plaint.

On perusal of the plaint, injunction petition and its annexures and from the facts and circumstances, it appears to this Court that there is grave urgency in this matter and this Court is also satisfied about the *prima facie* case and existence of balance of convenience and inconvenience in favour of the plaintiff for grant of ad-interim Order of Injunction. Other parameters for granting the ad-interim injunction are also satisfied. **As such, the prayer for ad-interim order of injunction is hereby allowed.**

The defendants are hereby restrained from assigning and/or creating any third party interest in respect of the flat and the car parking space as described in the schedule of the plaint till 20.03.2025.

Plaintiff to comply with the provisions of Order XXXIX Rules 3 (a) and 3 (b) of the C.P.C. Requisites be filed at once.

Fix **20.03.2025** for S/R and A/D, appearance and show-cause.

Sd/-

**Judge, Bench-IV
City Civil Court, Calcutta**

Sd/-

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City Civil Court, Calcutta**