

Title Suit No. 2581 of 2025 (CNR WBCC01-020751-2025)

Present : Sri S. Dasgupta (J.O. Code: WB01246)

Order No. : 02

Dated : 19.11.2025

Record is put up today by a put up petition filed by the plaintiff.

The plaintiff has filed an application under Order 39 Rule 1 & 2 of the C.P.C.

From the office report it appears that no caveat has been filed till this date.

The ad-interim injunction application is moved today by the Ld. Advocate for the plaintiff.

Perused the injunction application, its enclosures and the case record.

The plaintiff has stated that on 01.08.2024 the plaintiff has been inducted as the lessee by the defendant, in respect of the suit property, measuring about 1268 sq.ft. on the 1st floor, situated at premises No. 14/4, Rupchand Roy Street, P.S. Burrabazar, Kolkata – 700007, by virtue of a lease agreement dated 01.08.2024, at a monthly rental of Rs.1,29,800/-, for a period of 3 years, starting from 01.08.2024 and the said lease is valid upto 31st July, 2027.

The plaintiff has stated that the plaintiff from the date of induction, is regularly paying the monthly rent to the defendant and the defendant used to issue rent receipts regularly from time to time.

The plaintiff has stated that at the time of execution of the said lease agreement, the plaintiff had deposited a sum of Rs.3,00,000/- towards interest free refundable security deposit which has been agreed to be refundable at the time of surrendering the said lease.

The plaintiff has stated that since the very beginning, the plaintiff used to run a business at the suit property under the name and style of M/S. Sharda Creation which are under the proprietorship of the son of the plaintiff viz. Sri Ankit Chaturvedi, and also in the name of M/S. Sharda Traders which are under the proprietorship of the plaintiff.

The plaintiff has stated that the plaintiff's business is running well and flourishing, and as such, being envious of the same, suddenly on 23.10.2025, the defendant sent his representatives to the said suit property in absence of the plaintiff and attempted to forcibly compel the plaintiff's staff to vacate the suit property immediately by threatening them with dire consequences. The said representatives of the defendant even attempted to throw out the articles and goods from the shop, but due to the intervention of the local people, they fled from the suit premises.

The plaintiff has stated that thereafter, on the very next date i.e. on 24.10.2025, the defendant personally called the plaintiff over phone from Mumbai and unlawfully pressurized him to vacate the suit property immediately, stating that he has found another prospective tenant who is willing to pay a higher monthly rent of Rs.2 lakhs. The plaintiff had requested the defendant to consider the large stock of goods kept in the suit property, for which a reasonable time is required to manage the same, but in place of understanding difficulty of the plaintiff, the defendant started abusing the plaintiff with filthy language.

The plaintiff has stated that again on 03.11.2025, some unknown persons came to the suit property, identified themselves as the personnel of the defendant, and started dictating the personnel and workers of the plaintiff to stop their work and immediately surrender the said lease in favour of the defendant on the ground that the defendant has already got another lessee who is ready to willing to pay a sum of Rs.2 lakhs per month. The workers of the plaintiff told the said personnel of the defendant that they were mere workers and did not have any right to surrender the said lease, upon which the personnel of the defendant started assaulting the personnel of the plaintiff. However, hearing the hue and cry, the other workers of the plaintiff gathered on the spot and somehow defused the situation and forced the personnel of the defendant to leave the spot. The plaintiff has stated that at the time of leaving of the spot,

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the personnel of the defendant murmured that they will come again and again, until and unless, they ousted the plaintiff from the suit property.

The plaintiff has stated that thereafter, finding no other alternative, the plaintiff immediately went to the Burrabazar P.S. on 04.11.2025 and narrated the entire facts but the police personnel disclosed their inability to take any action in this regard as the matter is civil in nature.

The plaintiff has stated that again on 06.11.2025 at about 3:00 p.m. the defendant sent his representatives with men and agents to the suit property and asked the plaintiff to immediately vacate the leased portion but the plaintiff refused to do so, upon which the defendant's personnel and their men began to throw articles of the said shop room, outside the shop and even tried to physically assault the plaintiff but the plaintiff was saved by timely intervention of the local people and while leaving the spot, the defendant reiterated that he will come back with more force and teach a lesson to the plaintiff and also said that they will put padlocks on the suit shop room.

The plaintiff has stated that thereafter, the plaintiff filed an application u/s 163(2) of BNSS, 2023 on 07.11.2025 which is pending before the Ld. Executive Magistrate, 6th Court, Kolkata being M.P. Case No. 55 of 2025.

Hence, the plaintiff has prayed before this Court for an ad-interim order of injunction.

Having heard the Ld. Advocate for the plaintiff and after taking into account the entire facts and circumstances of the instant case, this Court has come to the conclusion that an ad-interim order of injunction in the form of **status quo** should be passed right now, otherwise the very purpose of granting injunction would be defeated by delay and the plaintiff will suffer from irreparable loss and injury, which cannot be compensated by monetary value. The plaintiff has been able to make out a prima facie case in order to get an ad-interim order of injunction as prayed for. Balance of convenience and inconvenience are in favour of the plaintiff. That apart, I find urgency in the matter.

Hence, it is

ORDERED

that the plaintiff's prayer for ad-interim injunction is considered and allowed, directing both the parties i.e. the plaintiff and the defendant to maintain **status quo** in respect of the suit premises regarding nature, character and possession as on this date till **18.12.2025**.

Issue notice upon the defendant, directing him to showcause within 15 days, as to why an order of temporary injunction shall not be granted against him in terms of the prayer so made by the plaintiff.

Plaintiff to comply with the provisions as laid down in Order 39 Rule 3(a) & 3(b) of the C.P.C. at once.

Fix **18.12.2025** for S/R, A/D and appearance.

Requisites be filed at once.

D/c by me,

Sd/-

Judge, Bench-III,
City Civil Court, Calcutta.

Sd/-

Judge, Bench-III,
City Civil Court, Calcutta.