

T.S. - 2674/25

Present: Smt Sonia Majumdar, Judge, Bench-II. (WB01128)

Order 02

28.11.25

The record is put up today as the Ld. Advocate for the plaintiff intends to move the application for ad-interim / temporary injunction for passing an ad-interim order restraining the defendants and their men and agents from creating any nuisance, annoyance and disturbances in peaceful running of the business of the said hotel and of the peaceful enjoyment and occupation of the suit premises.

It is reported from the office that no caveat is pending. Accordingly the application is taken up for hearing.

Heard the Ld. Advocate for the plaintiffs at length.

In short, the case of the plaintiffs is that the plaintiffs being the lessors and confirming parties entered into a Lease Agreement with DNMS Enterprise Pvt Ltd with the defendants for 20 years commencing from 01.12.2025 to 30.11.2045 where the defendants are to get lease right of the Hotel, Diamond Glory Pvt. Ltd. in Mandarmani on and from 01.12.2025. The plaintiffs stated that the defendants approached them to sign MOU after execution of the registered Lease Deed dtd 26.8.25 but they refused to execute the same instead the plaintiffs prepared a supplementary agreement in the first week of November 2025 in addition and continuation to the registered lease deed but the defendants refused to sign, register and execute the same. The plaintiffs further stated that the defendants without their knowledge, consent and written permission entered the said hotel premises on 27.08.25 at night illegally and forcefully with their associates led by one Manikanchan Banerjee and demolished the hotel structures, walls, tiles etc. In view of the matter, the plaintiffs sent a legal notice on 17.11.25 upon the defendants by E-mail and Speed post wherein they have been requested to reimburse the loss to the tune of Rs. 2.75 crores within seven days from the receipt of the legal notice. Despite receipt of legal notice, the defendants did not pay any heed and they continued their illegal acts, deeds and threats which compelled the plaintiffs to lodge written complaint on 22.11.25 to OC, Mandarmani PS. So the plaintiffs have filed the instant Title Suit for an order of injunction as per prayer of the injunction application.

It comes out that the plaintiffs have filed copies of documents like certified photocopies of MOU, Registered Deed, legal notice, written complaint etc.

Considering the facts and circumstances of the case and also considering the urgency of the matter and to protect the property in question, I am of the considered opinion that an order of ad interim injunction in the form of status quo may be allowed for a limited period restraining the defendants /OPs and their men and agents from demolishing the Hotel structure of the Hotel Diamond Glory Pvt Ltd, illegally and forcefully as mentioned in the schedule herein till date .

Hence, it is,

ORDERED

that the application under Order 39 Rule 1 and 2 read with Section 151 of the C.P.C. praying for ad interim order of injunction in the form of status quo is allowed.

Both the parties are directed to maintain status quo in respect of the nature and character of the suit property till 05.01.2026 (for ensuing Christmas vacation).

Issue notice upon the defendants asking them to show cause within fifteen days from the date of receipt thereof as to why the prayer for temporary injunction shall not be granted.

Requisites at once.

The plaintiffs are directed to comply with the provision of Order 39 rule 3 (a) & (b) of the C.P.C. at once.

D/C by me

Judge

Judge 2nd Bench