

IN THE COURT OF DISTRICT JUDGE, PURBA BARDHAMAN

Present: Shri Sovan Kumar Mukhopadhyay (WB551),
District Judge, Purba Bardhaman

Misc. Appeal No.16 of 2021
(CNR No.WBBD-1-001571-2021)

Basanti Infrastructure Pvt. Ltd. -;Versus:- Jagannath Biswee.
Order No.21, dated 06.09.2022.

Record is put up by a petition, at the instance of the appellant.

The learned advocate of the appellant submits that there is dire need of moving today the application under Order 39 Rules 1 & 2 read with Section 151 of the C.P.C., otherwise the appellant will suffer irreparable loss and injury. So, he prays for moving the injunction petition today and for the purpose, by filing another petition he prays for shifting back the date from its earlier fixed date to this day.

Record reveals that 15.11.2022 has been fixed for S.R. and A.D. in respect of notices sent to the respondent.

However, having regards to the submission of the learned advocate, the prayer is allowed.

Accordingly, the petition under Order 39 Rules 1 & 2 read with Section 151 of the C.P.C., is taken up for hearing.

Appellant prays for a temporary injunction as well as an ad interim relief against the respondent restraining him or his agents/employees and associates from changing the nature and character of the properties as particularized in the Schedule B of the injunction petition as marked 'X' in the sketch map out of the plots and particularized in Schedule A of the injunction petition.

Perused the injunction petition, impugned order and the memorandum of appeal. Further perused the agreement for sale, as produced on behalf of the appellant.

Issue notice upon the respondent asking him to show cause within (07) seven days of the date of service thereof, as to why the appellant's prayer for an order of temporary injunction shall not be allowed.

The appellant is directed to put in requisites in this regard at once.

As regards the prayer for an ad interim injunction, considering the terms of the agreement wherein it has been mentioned specifically to the effect that "Time shall for this purpose be deemed to be the essence of contract" and also the fact that while the agreement deed executed on

20.09.2012 and till date i.e. 06.09.2022, such agreement has not been effected, this Court is of the view that before passing any such order, as prayed for, the respondent should be given an opportunity to make his say in this regard and it would not be wise to pass any order in his absence and without hearing him.

As such, prayer for ad interim order of injunction is refused.

To date (15.11.2022).

Dictated & corrected by me

Sd/-

District Judge,
Purba Bardhaman

Sd/-

District Judge,
Purba Bardhaman