

Misc. Case No. 37/2025
CNR No.WBHW0100 0864-2025
Present: Abhijit Som
District Judge, Howrah.
J.O. Code – WB01127

Order No. 02 dated 03.03.2025

The record is put up on prayer.

An application under Section 9 of the Arbitration & Conciliation Act, 1996 is taking up for hearing.

Heard Ld. Advocate on behalf of the petitioner.

It is submitted that there was lease deed in between the parties and the deed contents the arbitration clause to the effect that any dispute or claim between the parties arising out of the agreement shall be referred to the Arbitration and the same shall be held in Pune.

Upon going through the application it appears that a land measuring 300 sq.ft. situated within the Jurisdiction of the Court is the scheduled case property. The petitioner being a company incorporated under the Companies Act, 1956 negotiated with the opposite parties and as a result, the lease deed dated 06.07.2009 was created. An Addendum Agreement dated 31.12.2009 was also executed in between the parties. In pursuance of the agreement the petitioner erected mobile towers over the case property and schedule "B" is the particulars of the towers installed by the petitioner company. The tenure of the lease was for ten years and thereafter it may be extended for the period of five years. It is submitted in the application that arrangement continued to function seamlessly till the year 2017. It is also stated that due to financial crisis the petitioner company defaulted in payment of rent and as a result, the petitioner was denied and obstructed to get access into the property where towers were erected. It is the case of the petitioner that the opposite parties by way of illegal act tried to dismantle the mobile towers. It is also submitted during the course of hearing that the company did not get the approval of SLCC to remove the mobile towers.

It is found that the original period of tenure of lease has been expired. It is also found that the petitioner/ company has not been paying rent since 2017. The petitioner could have removed the mobile towers at an early stage after 2017. However, it may not be ruled out that the mobile towers and other equipments installed over the case

Contd.....

Misc. Case No. 37/2025Contd.,, Order dated 03.03.2025

property may not be damaged or dismantled by the opposite parties. The petitioner/ company also undertakes to move for appointment of Arbitrator within the statutory period if any interim relief is granted by this Court.

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

Having considered all aspects, the interim relief in terms of Section 9 of Arbitration & Conciliation Act is granted. The interim injunction as prayed for by the petitioner is allowed to the effect that the opposite parties are hereby restrained from dismantling and removing the Mobile Towers from the case property mentioned in the schedule 'A' of the application till 02.04.2025.

The petitioner is directed to serve copy of the order along with the application and annexed documents through registered post and to file an affidavit of compliance to that effect by tomorrow.

Petitioner is directed to file requisites at once for issuance of notice upon the opposite parties.

To date.

Dictated and corrected by me.

D. J.

District Judge, Howrah.