

In The Court of Additional District Judge, 4th Court, Barasat, North 24 Parganas

Present : Smt. Barnali Das Gupta, Judge
J.O. Code WB00878

Misc. Appeal No. 15 of 2025 (Arbitration)

Order No. 03, dated 17.05.2025

Record is put up today by petition praying to move the injunction application filed by the petitioners.

Perused the report of the Sheristadar that there is no caveat pending as on 17.05.2025.

An application under Section 9 of the Arbitration and Conciliation Act, has been filed by the petitioners where they stated that an agreement for sale was made in between the respondent and them regarding the schedule mentioned property and as per that agreement out of Rs.20,00,000/- as consideration amount, they paid Rs.10,00,000/- to the respondent as part payment. Petitioners were ready to pay the rest amount so that the respondent executed the deed in their favour and prepared a demand draft dated 10.06.2024 in the name of the respondent and also got ready for registration of that deed by obtaining e-assessment slip and by paying requisites stamp duty and registration fees amounting to Rs.2,83,498/- to the Directorate of Registration and Stamp Revenues, Government of West Bengal. It is also stated that respondent willfully and deliberately refused to register the deed of the convenience in favour of the petitioner, though as per agreement she shall be done within 90 days from the execution of the agreement. All of a sudden petitioners received a letter dated 23.04.2025 from respondent on 13.05.2025 along with two demand drafts where the respondent refunded the earnest money to the petitioner without stating any reason or without canceling the agreement. It is mentioned in the point No. 20 of the agreement that if any dispute and differences between the parties arise out of the meaning, construction or their respective rights and liabilities as per this agreement, shall be adjudicated by referring the matter to arbitration by appointing two independent Arbitrators. In this situation, as a dispute arose in between the parties regarding execution of agreement, the petitioners informed the respondent by appointment of an Arbitrator in their favour by sending a notice to the respondent under Section 21 of the Arbitration and Conciliation Act.

In this juncture petitioners prayed for an injunction order in respect of nature and character as well as any kind of alienation of the suit property to any third party by the respondent till the commencement of the arbitral proceeding.

Heard learned advocate for the petitioner.

Perused the documents in original as well as photocopy which are annexed to the petition by the petitioner regarding support of their contention. In this situation it appears to this court that if the nature and character of the schedule property will

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change or that same will be alienated to any 3rd party then the purpose of arbitration will be failed as per condition of agreement for same made in between the parties to the suit.

Hence, the respondent is directed not to change the nature and character of the schedule property or that not to alienate the same to any third party till 02.07.2025.

The prayer of the petitioner is allowed exparte in this regard .

Issue notice upon the respondent to show cause why the appellants' prayer for injunction under Section 9 of the Arbitration and Consoliation Act shall not be granted within 15 days from the date of receipt of the notice.

Appellants are directed to put in requisites and comply as per provision of land.

To date (02.07.2025) for S.R. and appearance.

Dictated & corrected by me,

ADJ 4th Court

Addl. Dist Judge 4th Court
Barasat, North 24 Parganas.
17.05.2025