

Later dated 08/05/2025

Record is taken up for hearing of ad interim injunction.
No caveat is pending as per report of the sheristadar.
This is a suit for declaration and permanent injunction.

The brief facts of the plaintiff's case is that plaintiff entered into an agreement for sale with the defendant for schedule B property. As per the averment of plaintiff defendant failed to execute his part of the contract, for which defendant paid money by way of cash and cheque. Accordingly, plaintiff took possession of the suit property. As per the averment of plaintiff defendant is trying to dispossess the plaintiff from the suit property. By filing this temporary injunction application and moving this ad-interim injunction plaintiff prays for restraining the defendant and his men and agents from dispossessing the plaintiff and / or declaration that plaintiff has right over the suit property and / or entitle to enjoy peaceful possession without any disturbance and / or interference and / or creating any type of nuisance and annoyance at the suit property and / or committing any cognizable offence in and around the suit property.

To support the case, the plaintiff has filed following documents copy of development agreement or construction agreement, copy of agreement for sale, copy of cheque bearing no. 409950, copy of CESC document, copy of order of Ld. Executive Magistrate, Barrackpore and copy of marriage card for perusal of this Court.

Perused the plaint, injunction application and documents filed by the plaintiff. Considered.

On perusal of the injunction application and documents annexed therein it transpires that plaintiff is in possession of the suit property without any right. It is a fact that there was an agreement between defendant and plaintiff which was mutually extinguished. It is also fact that plaintiff is in possession of the suit property. It is trite to mention here that no one can be dispossess without due process of law. Plaintiff has established a prima facie case fit to go for a trial. Presently, urgency is reflected. At this stage, balance of convenience and inconvenience is tilting towards plaintiff. If this ad interim injunction is not granted in favour of the plaintiff then plaintiff might suffer an irreparable loss which cannot be compensated in terms of monetary benefit. Therefore, it shall cause greater inconvenience to the plaintiff than to the defendant. Thus, the prayer of ad interim injunction of plaintiff are allowed at this stage.

Hence, it is,

O R D E R E D

that the prayer for ad interim relief is hereby considered and allowed in part at this stage.

Defendant and his men and agents are restrained from dispossessing the plaintiff without due process of law till next date.

The plaintiff is directed to comply the provisions of order 39 Rule 3(a) and (b) CPC positively.

Issue notice upon the defendant to show cause within 20 days from the date of receipt of this order as to why the order of temporary injunction shall not be granted as per the prayer of the plaintiff.

The plaintiff is directed to put in requisite at once.

Office is directed to issue the same.

To date (04/09/2025)

Civil Judge (Jr. Divin)
Bidhannagar
J.O. Code : WB 01536