

MS (Com) – 35/2025

**Present: Ishani Chakravarty Banerjee (J.O Code.WB00890)
Judge, Commercial Court at Rajarhat,
North 24 Parganas**

CNR: WBNP19-000143-2025

Dilip Kumar Chatterjee

.... Plaintiff

vs.

State of West Bengal & Ors.

.... Defendants

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06.12.2025

1. Today is fixed for hearing of the application under Order XXXIX Rules 1 and 2 of the CPC filed on 05.12.2025, which was put up yesterday by dint of a put up application.

2. The learned Advocate had also filed an affidavit of service showing that the instant injunction petition was served upon the defendants on 03.12.2025 by e-mail and intimation regarding the hearing of the injunction application was served on 05.12.2025 to the defendants' email addresses. Even though the cause title does not reflect the e-mail address of the defendant, it is seen from the communications made by the defendant to the plaintiff in the documents annexed with the plaint, that the service was effected by the plaintiff in the e-mail i.d. of the defendant.

3. It is also reflected from the affidavit of service filed in respect of the petition of temporary injunction dated 18.11.2025, that the service was effected upon the defendants on 24.11.2025 and 25.11.2025. It is also seen that 10 days (the time frame given to the defendants to show-cause as to why the temporary injunction order shall not be granted) has elapsed from the date of receipt of the notice.

4. The learned Advocate for the plaintiff pressed for hearing of the injunction petition filed on 05.12.2025.

5. None appears before this Court on behalf of the defendants today.

6. The record is taken up for hearing of the application under Order XXXIX Rules 1 and 2 read with Section 151 of the CPC, dated 05.12.2025.

7. Perused the plaint and the instant injunction application along with the annexures.

8. Heard the learned Advocate for the plaintiff/petitioner.

9. The plaintiff/petitioner stated that the present suit arose out of a contract awarded to the plaintiff pursuant to e-Tender No. 26 of 2023-24 for “Strengthening Work of Simlapal-Benagoria via Raipur Road (SH-9) from 3.80 km to 36.30 km under Bishnupur Division, PWD, District-Bankura,” valued at Rs.273,83,14,975/-. It was submitted that the tender was duly accepted, and pursuant thereto a Letter of Acceptance dated 31.10.2023 and a Work Order dated 10.11.2023 were issued, stipulating completion within 450 days, i.e., by 03.02.2025. The plaintiff further averred that the work commenced immediately and more than 85% progress was achieved by December 2024 under the supervision of departmental officers and the third-party consultant, Chaitanya Projects Consultancy Pvt. Ltd.

10. The plaintiff asserted that despite repeated correspondence and submission of all requisite documents and test reports, the defendants unlawfully withheld payments against the 5th R.A. Bill and subsequent bills, resulting in severe financial hardship. The plaintiff stated that the entire work was completed in all respects by 31.03.2025 within the extended time and to the satisfaction of the department, which stands confirmed through joint inspection conducted by the Principal Secretary, PWD, and the Standing Committee of the West Bengal Legislative Assembly. It has been alleged that despite completion of the work, the respondents have failed to make payment of the running and final bills and it has been further averred that a show-cause notice was issued to the petitioner on 11.07.2025 as to why action under relevant clause of the contract agreement will not be taken against him, to which he had replied. It has also been averred that the defendants have sent request letter for restoration of the entire road.

11. The plaintiff further stated that a notice dated 11.11.2025 under Section 80 of the Code of Civil Procedure, 1908 was duly served upon the department by speed post and was delivered to the respondents. The plaintiff, thereafter, filed this suit on 18.11.2025 and prayed for ad-interim injunction so that the respondents are restrained from taking any step in terms of the show-cause

notice dated 11.07.2025. However, the respondents being the State of West Bengal, show-cause notice was issued upon them vide Court's order dated 18.11.2025. It was submitted by the learned Advocate for the petitioner that after receipt of the notice of this suit, a further letter was issued by the respondents on 01.12.2025, clearly indicating their intention to take coercive steps against the plaintiff, if the work is not done. In this respect, it has been stated and submitted that 95% of the Tender amount has already been paid to the plaintiff by the defendant and the instant suit has been filed for the remaining balance amount. It has also been stated that the petitioner completed the entire work on or about 31.03.2025 and the issue of redoing the entire contract work cannot arise and/or apply for the failure on the part of the respondents' designing concept.

12. In these circumstances, the plaintiff submitted that an order of injunction is necessary in the interest of justice to restrain the respondents from giving any effect or further effect to the letter dated 01.12.2025 with regard to terminating of contract and/or forfeiture of the security deposit and/or black listing the petitioner.

13. Upon perusal of the plaint, the documents annexed, the injunction petition, and upon hearing learned counsel for the plaintiff, it appears that the relationship between the parties is governed entirely by the written contract. The impugned letter dated 01.12.2025 records the observations of a joint inspection held on 10.09.2025, notes failures over portions of the work, calls upon the plaintiff to undertake rectification strictly in terms of the tender specifications, and warns that, in case of non-compliance, stringent action may be taken under the relevant clauses of the agreement. Neither does the letter speak of termination of the contract or forfeiture of security or blacklisting the petitioner. Rather, an order of injunction at this stage might have been effect of a blanket order of restraint upon the departments/respondents from acting under the contractual provisions and from requiring the contractor to comply with the agreement. Furthermore, the contention of the plaintiff that the road failures were due to defective designs on the part of the respondents and the allegation that the impugned letter was issued mala fide to avoid payment of the 5th R.A. Bill and subsequent bills and that more indication of the joint inspection held

on 25.11.2025 has been ignored are questions which cannot be conclusively determined at the interlocutory stage and require trial.

14. An injunction cannot ordinarily be granted in matters arising out of a contract to restrain one party from exercising contractual rights, unless such action is shown to be arbitrary, illegal, or beyond the terms of the agreement. No such case has been made out on the materials presently before the Court. The primary relief in the suit is for release of money claimed to be due under the contract. The grievance is thus predominantly monetary for which the case has been registered as 'Money Suit'. It is well settled that where the injury complained of can be compensated by damages, no order of temporary injunction should be granted. Any loss that may arise to the plaintiff on account of the department requiring rectification work or insisting on compliance with contractual obligations is compensable in monetary terms. No irreparable injury has been demonstrated. The balance of convenience does not lie in favour of interdicting the department from issuing directions traceable to the contract, particularly when the impugned letter is not a termination letter, not punitive on its own, and only calls for rectification in accordance with agreed specifications.

15. Having regard to the discussions made above, it is apparent that the plaintiff has failed to establish the necessary ingredients for grant of a temporary injunction at this stage. The application under Order XXXIX Rules 1 and 2 read with Section 151 of the CPC dated 05.12.2025 stands **rejected**.

16. To date (**07.01.2026**).

Dictated & Corrected by me

Sd/- Ishani Chakravarty Banerjee
Judge
Commercial Court, Rajarhat
North 24 Parganas

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Judge
Commercial Court, Rajarhat,
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