

**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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**07.01.2026**

1. The learned Advocate for the petitioner appears and files hazira along with another injunction petition under Order XXXIX Rule 1 & 2 of the CPC enclosing annexures.

2. The learned Advocate has filed an affidavit of service showing that the instant injunction petition was served upon the defendants on 05.01.2026 by e-mail and intimation regarding the hearing of the injunction application was served on 05.01.2026 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 defendants. The learned Advocate for the plaintiff/petitioner also filed an affidavit of service enclosing original postal receipts and track reports showing delivery of the summons upon the defendants on 08.12.2025. Copy of e-mail also also filed along with a separate affidavit of service showing communication of the Order dated 22.12.2025 passed by this Court.

3. The learned Advocate for the defendants/respondents appeared and filed fresh vakalatnama, hazira along with a petition under Order VIII Rule 1 of the CPC supported by affidavit praying for time to file written statement. The instant petition under Order VIII Rule 1 of the CPC has not been e-filed. The learned Advocate for the defendant/respondents is directed to take steps for e-filing within a fort-night

4. The prayer for time to file written statement is considered and allowed. The defendants are at liberty to file written statement within statutory period in accordance with law.

5. The learned Advocate for the plaintiff/petitioner pressed for hearing of the injunction petition filed on 07.01.2026 on ad-interim basis citing urgency as penalty amount has already been imposed upon the plaintiff. The learned Advocate for the defendants prayed for an opportunity to file the written objections against all the four injunction applications as well as against the petition under Order XXVI Rule 10A of the CPC.

6. Taking into consideration, the subsequent and the latest correspondence dated 29.12.2025 of the defendants upon the plaintiff, 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 07.01.2026 on an ad-interim basis.

7. Perused the plaint and the instant injunction application along with the annexures. Heard the learned Advocates for the plaintiff/petitioner and defendants/respondents.

8. This is the fourth injunction application filed by the petitioner since the institution of the suit. The petitioner, being an experienced contractor under the P.W.D. Department with over fifty years of experience in execution of infrastructure construction works, and having performed contractual obligations diligently throughout, is under an apprehension that coercive steps might be taken against him by the respondents in connection with the strengthening of Simlapal-Benagoria via Raipur Road, the subject work of the contract, even though, as per the petitioner, the damage to the road was caused by faulty design and not due to any fault on his part.

9. On earlier occasions, the petitioner had prayed for an interim injunction restraining the respondents from giving effect to the show-cause letter dated 01.12.2025 regarding termination of the contract, forfeiture of the security deposit, and/or blacklisting of the petitioner. Such prayers were rejected vide Order No.4 dated 06.12.2025, which was subsequently affirmed by the Hon'ble High Court, Calcutta, in AO-COM 64 of 2025 with CAN 1 and CAN 2 of 2025 dated 18.12.2025. Thereafter, the petitioner moved another injunction on ad-interim basis restraining the respondents from giving effect to the

notice dated 11.12.2025 by which the the petitioner was show-cause as to why an action would not be taken against him as per terms of the Agreement and the said prayer was also rejected vide Order dated 22.12.2025.

10. The present injunction application has been necessitated in view of subsequent developments, being the letter dated 29.12.2025 bearing memo no. 2872/21-170/18, issued under Clause 2 of the tender agreement, whereby the petitioner has been imposed with a penalty of Rs.25,000/- per day with effect from 30.12.2025. It has been urged by the learned Advocate for the petitioner that the issuance of the impugned letter is inconsistent with Memo No. 1780 dated 11.12.2025, whereby the Executive Engineer unilaterally extended the contract until 30.06.2025.

11. In such circumstances, it is necessary and in the interests of justice that the impugned letter dated 29.12.2025 bearing memo no. 2872/21-170/18 be set aside and/or stayed pending disposal of the instant suit and ad-interim order to the extent that the letter dated 29.12.2025 be not given effect to till disposal of the instant application

12. It is trite that the defendants/respondents has appeared today and are yet to file written objections. However, the learned Advocate for the defendants/respondents has verbally objected to the grant of ad-injunction emphasizing that the petitioner has not completed the work satisfactorily as per the contract specifications and that the impugned letter dated 29.12.2025 was issued in accordance with tender agreement, which allows the department to impose penalties for deficiencies or delays. It was further submitted that the petitioner has not established a prima facie case, and restraining the department from acting may cause prejudice to public interest and compromise proper execution of infrastructure work. It was also urged that all the previous applications praying for ad-interim injunction were refused by this Court.

13. Upon perusal of the the impugned letter dated 29.12.2025 bearing memo no. 2872/21-170/18, imposing a penalty of Rs.25,000/- per day, it prima-facie appears that the same is inconsistent with the department's own earlier communications dated 11.12.2025 wherein the department had suo-

moto extended the time for completion of the contract until 30.06.2025 vide Memo No.1780.

14. In view of the above, at this stage, the defendants/respondents shall not stand prejudiced if until the matter is disposed of by contested hearing upon filing of written objection by them, an interim relief on an ad-interim basis to the petitioner is granted by restraining the defendants/respondent from giving effect to the letter dated 29.12.2025 for the time being.

15. Hence, it is

### **O R D E R E D**

that the respondents are restrained from giving effect to the impugned letter dated 29.12.2025 bearing memo no.2872/21-170/18 until the next date of hearing of the suit.

Fix **09.03.2026** hearing of all the injunction applications. Written objections against the injunction applications and the petition under Order XXVI Rule 10A of the CPC to be filed in the meanwhile, after serving copy upon the plaintiff (long date has been given as the Diary is congested).

The defendants are at liberty to file written statement within statutory period in accordance with law.

**Dictated & Corrected by me**

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

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Judge  
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