

Misc Application No. 25 of 2025

Order No. 04.
16.02.2026

Today is fixed for on the point of admission.

Plaintiff files hazira and also file some documents with firisti. Let it be kept with the record.

The case is taken up for hearing on the point of admission.

Perused the documents filed by the plaintiff.

Heard ld. Lawyer for the plaintiff through V.C.

considered. The case is provisionally admitted.

It appears from the report of Appeal Clerk that no caveat has been filed.

The petition u/s 9 of Arbitration & Conciliation Act 1996 is taken up for hearing.

This is an application u/s 9 of Arbitration & Conciliation Act 1996. The application has been filed by Bharat Hitech (Cements) Private Limited, a comply incorporated under the provisions of Companies Act 2013, having its registered office at Gandhi House, 4th floor, 16, Ganesh Chandra Avenue, Kolkata 700013, West Bengal and having factory premises at P.O. V. Nagar, Bongabari, P.S. Purulia(M), West Bengal-723147 against the defendant/O.P. Narayan Chandara Mallick of Ghaldigrui, Parsampur, Hoogly-712401 and defendant is a Carry and Forward Agent of cement, in respect of on around Hoogly district and to that effect an agreement was entered into between the parties (annexed under letter "A")and as a security a land has been charged as a security as an outstanding due as the defendant had no liquid cash in hand.

Issue notice upon the respondent asking him to show cause within 15 days as to why the property mentioned in schedule of the plaint shall not be made charged as a security till repayment of outstanding dues to the tune of Rs. 48,72,342/-.

Due to the continuation of business between the parties, the outstanding amount payable by the defendants has come to Rs. 48,72,342/-. Despite notice, the defendant has failed to pay the said amount. There is an arbitration clause in paragraph 26 of the agreement executed between the parties. The present application is filed under Section 9 of the Arbitration and Conciliation Act, 1996. By filing this application, the plaintiff has sought an interim order from this Court seeking monetary protection of the outstanding dues against the landed property standing in the name of the defendant, as an interim measure prior to the initiation of arbitration proceedings.

Being the Principal Civil Court of the district, this Court has the jurisdiction to admit the present application as an arbitration reference case. The Court has perused

the documents filed, including the agreement between the parties, the authorization letter issued by the Board of directors and the affidavit filed by the plaintiff. The learned Advocate for the petitioner submits that a mortgage by deposit of title deeds is valid against the debt in metropolitan areas as the petitioner company has its registered office at Kolkata. However, the original title deed has not been produced before this Court by the petitioner. It is submitted that a photocopy of the title deed was provided by the defendant at the time of creating the charge over the said property.

Section 9 of the Arbitration and Conciliation Act, 1996 empowers the Court to protect and preserve any goods or property which is the subject matter of dispute in arbitration proceedings. Since the outstanding amount is Rs. 48,72,342/-, and the property mentioned in the schedule to the petition, situated at Mouza Panpet, J.L. No. 130, L.R. No. 1051, R.S. No. 106, measuring about 18 decimal or 7480 sq ft, within the jurisdiction of the Sub-Registry Office at Arambagh, has been created as a charge/mortgage in respect of the said outstanding dues, the petitioner is entitled to interim protection. The balance of convenience and inconvenience lies in favour of the petitioner. The petitioner will suffer irreparable loss and injury if the defendant is not restrained from transferring the land mentioned in the schedule of the petition till the outstanding due is liquidated.

Accordingly, the respondent is restrained from transferring, alienating, or encumbering the said scheduled property until 13.03.2026, unless and until the outstanding debt is liquidated or settled.

Hence, it is,

ordered,

That the instant application u/s 9 of Arbitration & Conciliation Act 1996 is hereby allowed.

Accordingly, the respondent is restrained from transferring, alienating, or encumbering the said scheduled property mentioned in the schedule of the petition i.e. at Mouza Panpet, J.L. No. 130, L.R. No. 1051, R.S. No. 106, measuring about 18 decimal or 7480 sq ft, within the jurisdiction of the Sub-Registry Office at Arambagh until 13.03.2026, unless and until the outstanding debt is liquidated or settled.

Dictated and Corrected by me

Sessions Judge, Purulia.
J.O. Code- WB00587

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