

IN THE COURT OF DISTRICT JUDGE,
SOUTH 24-PARGANAS AT ALIPORE

Misc. Appeal No. 25 of 2026 (R-25)

Present : Sri Biswarup Bandyopadhyay (WB01133)

District Judge, South 24-Parganas, Alipore

M/s Divyam Developers & Ors ... Appellants

Vs.

Anirban DasguptaRespondent

Order No. 02, dated 10.02.2026

Record is put up today on the strength of a put up petition filed by the Learned Advocate for the appellants.

By filing a separate petition, prayer has been made for hearing of the application filed under Order XXXIX Rule 1 and 2 read with Section 151 of C.P.C.

As per office report, no caveat has been filed.

As such, the application for temporary injunction is taken up for hearing in respect of the ad-interim prayer.

Ld. Advocate for the appellants submits that the appellant/plaintiff nos.2 and 3 are the partners in a partnership firm namely, M/s Divyam Developers i.e. the appellant/ plaintiff no.1. The appellants claimed that the respondent/defendant is the owner of the suit land and executed a registered Development Agreement and Power of Attorney in their favour to develop the suit land according to the terms and conditions of the said agreement. The appellants/plaintiffs have also claimed that according to the said agreement, the respondent/defendant has taken a sum of Rs.20,00,000/- and Rs.10,00,000/- through cheques. Now, the appellants/plaintiffs alleged that the respondent/defendant has newly appointed a local developer and trying to sell their entire allocations of the building constructed over the suit land without cancelling the said registered Development Agreement and the said

Power of Attorney. The appellants/plaintiff have also alleged that the respondent/defendant is also not paying the rest amount of Rs.32,00,000/- to the appellants/plaintiffs as agreed by and between them. These acts of respondent/defendant have clouded the right, title, interest and peaceful possession of the appellants/plaintiffs in respect of the schedule property. Accordingly, the appellants/plaintiffs lodged a complaint on 24.11.2025 which was received on 02.12.2025 by the local P.S. Having no other alternatives, the appellants/plaintiffs have filed Title Suit No.2054 of 2025 for declaration and permanent injunction before the Ld. Trial Court along with an application for temporary injunction praying for an order of ad-interim injunction, however, such prayer was refused by the Ld. Trial Court. Being aggrieved with the same, the appellants/plaintiffs have preferred the instant appeal along with an application for temporary injunction praying for an order of ad-interim injunction.

Heard the submission of the Ld. Advocate for the appellants.

Perused the record and the documents annexed herewith being the plaint of Title Suit No. 2054 of 2025, Development Agreement dated 01.06.2017, Development Power of Attorney after Registered Agreement, written complaint dated 24.11.2025 and the impugned order dated 23.12.2025 passed by the Learned Trial Court in Title Suit No.2054 of 2025.

Having heard the submissions made by the Ld. Advocate for the appellants and upon appraisal of the materials on record, it, *prima facie*, appears that one registered Development Agreement was executed in between the appellant nos.2 and 3 (being the developers) and the respondent (being the owner) in respect of the schedule-mentioned property. It further appears that a valid agreement was executed by virtue of which the appellants were given the contract to raise construction over the suit property. It also appears that after receiving consideration amount of Rs.30,00,000/- from the appellants, the respondent/defendant is alleged to have appointed a local developer and trying to sell the entire allocations of the building constructed over the suit land by the appellants without cancelling the registered Development Agreement and Power of Attorney. It further appears that the respondent/defendant is also not paying the rest consideration amount of Rs.32,00,000/- to the appellants as per the agreement. The

appellants have averred in the application for temporary injunction, that has been supported by an affidavit, that there is a threat of alienation of the property due to the overt acts of the respondent/defendant.

Therefore, having considered the facts and circumstances of the case, it appears that an agreement still subsists between the parties. Considering the urgency involved, this Court is of the view that the appellants have been able to make out a *prima facie* case in their favour and the balance of convenience and inconvenience is also tilting in favour of the appellants. If, at this stage, an order of ad-interim injunction is not passed in favour of the appellants, then the appellants will suffer irreparable loss and injury and the very purpose of filing the suit and the appeal would be rendered infructuous for the delay. Refusal to pass an order of ad-interim injunction would cause more prejudice to the appellants than grant of it would cause to the respondent. As such, this Court is of the view that for a very restrictive period till hearing the respondent, a protective order needs to be passed in favour of the appellants.

Hence,

it is,

ORDERED

that the prayer for an order of ad-interim injunction in favour of the appellants is considered and allowed for a restricted period till **25.02.2026**.

The respondent/defendant and his men, agents, officials and associates are, hereby, restrained from selling the entire allocation of the building constructed over the suit land by the appellants/defendants and/or encroaching upon the suit property till **25.02.2026**.

The appellants/plaintiffs are directed to comply with the provisions enumerated under Order XXXIX Rule 3(a) and 3(b) of C.P.C.

The injunction application filed by the appellants shall be heard on merits upon giving the respondent an opportunity of being heard. The observations made herein with reference to the injunction application are merely on the basis of *prima facie* hearing.

Issue notice upon the respondent asking him to show cause by the next date fixed as to

why the instant appeal, along with the interlocutory application, filed by the appellants shall not be allowed.

To date for S/R and A/D, show-cause by the respondent, filing postal receipt and track report by the appellants and hearing.

Dictated & corrected by me.

Sd/- Biswarup Bandyopadhyay

District Judge
South 24-Parganas

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District Judge
South 24-Parganas
(JO Code : WB01133)