

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

Misc. Case (Arb.) No. 15 of 2025 (R-15)

Present : Smt. Monikuntala Roy (WB01088) District Judge-in-charge,

Akhtar Hossain and Anr.

... Petitioners

Vs.

Shib Kumar Mahato

... Opposite Parties

Later Order No. 01, dated 06.03.2026

At this stage, Ld. Advocate for the petitioners prays for moving of the application filed under Section 9 of the Arbitration and Conciliation Act, 1996, in respect of ad-interim prayer.

It appears from the record that no caveat has been filed.

As such, the application under Section 9 of the Arbitration and Conciliation Act, 1996, is taken up for hearing of the ad-interim prayer.

Ld. Advocate further submits that the petitioners, being the Developers, entered into a Development Agreement with one Saraswati Debi (Mahato), the mother of the opposite parties, on 26th June, 2016. Another Supplementary Agreement was entered into between the present petitioners and the opposite parties. Subsequently, at the time of execution of the said Agreements, the petitioners paid Rs. 1,00,000/- out of total consideration amount of Rs. 5,00,000/- and also paid Rs. 50,000/-. Ld. Advocate for the petitioners further contends that the petitioner invested a lumpsum amount of Rs. 1,25,007/- for commencement of the said developmental work for obtaining Building Plan and the petitioners also applied for N.O.C before the Ld. Thika Controller through Saraswati Devi

(Mahato). Ld. Advocate further submits that the petitioners requested the mother of the opposite parties to hand over the peaceful vacant land in favour of the petitioners and, in the meantime, the mother of the opposite parties died intestate leaving behind the opposite parties as legal heirs and successors. Ld. Advocate further submits that despite subsistence of Development Agreement with the petitioners, the opposite parties through another Developer has started construction work over the schedule property without canceling the Development Agreement with the petitioners, though the petitioners have invested a huge sum. Based on such submissions, Ld. Advocate for the petitioners have been compelled to file the instant case along with a prayer for ad-interim injunction.

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

Perused the application, which has been supported by an affidavit, and the documents annexed herewith.

Upon perusal of Development Agreement dated 26th June, 2016, it, *prima facie*, appears the mother of the petitioners and the opposite parties entered into an agreement in respect of the schedule property. It is also seen that the present petitioners entered into a Supplementary Agreement with the opposite parties. It is also seen from paragraph no. 29 of the Development Agreement that there is an arbitration clause and in the event of any disputes and differences, the matter shall be referred to the Arbitrator. It also appears from the materials on record that the petitioners have invested a substantial sum in respect of the schedule property.

Upon consideration of the submissions made on behalf of the petitioners and taking into account the facts and circumstances of the case, it appears the petitioners have been able to make out a *prima facie* case in their favour and the balance of convenience and inconvenience is also in favour of the petitioners. If, at this stage, an order of ad-interim injunction is not passed in favour of the

petitioners for protection and preservation of the suit schedule property, then the petitioners will suffer irreparable loss and injury and the purpose of filing the instant case will become infructuous. There may also arise chances of multiplicity of proceedings if the prayer for an order of ad-interim injunction is not granted at this stage. As such, for a restricted period, an order of ad-interim injunction is passed in favour of the petitioners.

Hence,

it is,

ORDERED

that the prayer for an order of ad-interim injunction is allowed in favour of the petitioner till **08.04.2026**.

The opposite parties and their men and agents are restrained from raising any further construction over the schedule property and from transferring/alienating the schedule property to any third party till **08.04.2026** on condition that the petitioners shall approach the appropriate authority for initiation of arbitration proceedings by appointment of Arbitrator **within ninety (90) days** from the date of this order in terms of Section 9(2) of the Arbitration and Conciliation Act, 1996.

Requisites at once.

Issue notices.

Fix **08.04.2026** for S/R and A/D.

Dictated & corrected by me,

Sd/- Smt. M. Roy

District Judge, I/c

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