

In the Court of District Judge, South 24-Parganas at Alipore

Misc. Appeal No. 350 of 2025 (R-350)

Present : Sri Subhradip Mitra (WB01129) District Judge

South 24 Parganas at Alipore

Vikram Solar Ltd.

... Appellant

Vs.

Seclink Technologies & Realty Pvt. Ltd.

... Respondent

Order No. 01, dated 26.09.2025

The instant Misc. Appeal under Order 43 rule 1 (r) read with section 151 of the C.P.C. is at the instance of the Appellant against the respondent to impeach the ***order dated 25.09.2025 passed by the Ld. Civil Judge (Sr. Divn), 5th Court at Alipore in Title Suit No.1589 of 2025.***

Court fees paid by the appellant is correct.

At this stage, Ld. Advocate for the appellant files a leave petition alongwith a downloaded copy of the order dated 25.09.2025 passed by the Ld. Civil Judge (Sr. Div.), 5th Court at Alipore in TS-1589/2025 to file the instant Misc Appeal.

Perused the leave petition alongwith the said downloaded copy of order.

Prayer is considered and allowed.

Register.

Requisites have not been filed.

Appeal is filed within the prescribed period of limitation. As such, there is no impediment to admit the appeal and thus, the appeal is admitted.

At this stage, the appellant files an application under Order 39 Rule 1 and 2 read with 151 of Civil Procedure Code for an order of ad-interim injunction and the same is taken up for hearing.

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

The brief facts of the case are that the appellant entered into an agreement dated 28.04.2022 with an American entity namely Copia Power Devco for supply of solar modules, whereby the said Company agreed to furnish stand by letter of credit (SBLCS) as security for payment to the appellant. Further, the appellant being in requirement of funds for manufacturing the solar modules, entered into a funding agreement dated 22.11.2022 with the respondent on conditions as mentioned therein. It has also been submitted that as per the said agreement dated 22.11.2022, the respondent was to arrange advance funds for the appellant for the purpose of manufacturing of solar modules against the SBLCS. The said funding agreement was terminated on 02.05.2023 as the respondent failed to act on its obligation for arranging funds as mentioned above. The parties herein as well as Copia entered into a tripartite agreement on 10.05.2023 and had discharged each other from current and future liabilities. However, inspite of such facts, the respondent is continuously acting in derogation of the agreement dated 10.05.2023 and has already filed several criminal complaints and has also sought to present a cheque for Rs.10 Crores, which was reportedly lost by the appellant. Finding no alternative, the appellant, as plaintiff, then filed a suit being Title Suit No. 1589 of 2025 along with a prayer for an order of interim injunction which the Ld. Court below refused. As such, the appellant has filed the instant Misc. Appeal along with a prayer for an order of ad-interim injunction.

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

Perused the materials annexed with the record.

Upon hearing the Ld. Counsel for the appellant/plaintiff and on appraisal of the documents as annexed thereto, it appears that the appellant has sought for an ad-interim order of injunction restraining the respondent from acting contrary to the terms of the agreement dated 10.05.2023 and also from taking any coercive steps and/or demanding any amount from the petitioner in derogation of such agreement.

However, Section 41 of the Specific Relief Act provides that an order of ad-interim injunction cannot be granted to restrain any person from to restrain any person from instituting or prosecuting any proceeding in a court not subordinate to that from which the injunction is sought. In other words, no injunction can be granted to prevent a person from lodging any complaint or case before the competent forum, which can be deemed to be a coercive action in this case.

The pleading and documents, as submitted by the appellant/plaintiff herein before this Court, do not prima facie reveal extreme urgency for getting an ad-interim relief without hearing the respondents and as such, I am not inclined to allow the prayer for ad-interim injunction, prior to hearing of the respondent.

Hence,

it is,

ORDERED

that the prayer for an order of ad-interim injunction is refused at this stage.

Requisites at once.

Issue notice upon the respondent asking it to show cause within 15 (fifteen) days from receipt thereof as to why the prayer for temporary injunction of the appellant shall not be allowed.

Fix **24.11.2025** for S/R and A/D.

Dictated & corrected by me,

Sd/- S. Mitra

District Judge

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District Judge