

Misc. Case No.10 of 2026
CNR No WBSP07-000111-2026
CIS No 10 of 2026

Order No.03
dated 15.01.2026

Received the case record on transfer from the Ld Addl. District Judge, 1st Court, Sealdah for disposal in accordance with law.

Let the same be entered in the register.

An application U/s 9 of the Arbitration & Conciliation Act, 1996, is filed by the applicant/petitioner seeking an order of ad interim injunction restraining the Respondents, their men, agents, servants and/or assigns from acting upon or giving effect to or in any manner implimenting the termination letter dt.07.12.2025 ; giving effect to or in any manner implimenting the letter dt.24.12.2025 purported to revoke and cancel the registered Power of Attorney dt.27.03.2017, restraining the Respondents, their men, agents, servants and assigns in any manner from interfering with, obstructing, affecting or otherwise acting in derogation of the petitioner's right under the Development Agreement and Power of Attorney both dt.27.03.2017 including dealing with, disposing of, alienating, encumbering or creating any 3rd party rights or interests in respect of the said premises or any part or portion of the schedule property. The applicant asserts that the said termination will cause irreparable harm and seeks interim protection.

Ld Lawyer moving the said application submits that though in the Development Agreement dt.27.03.2017, there is a clause that the developer will endeavour to obtain all permissions required for development of the property within 90 days from the date of the agreement, his clients have diligently complied with the same and the delay in obtaining the ULC clearance was beyond his control. The Respondents by their act in terminating the Development Agreement and cancelling the registered Power of Attorney by virtue of their letter dt.07.12.2025 has brought the business of the petitioner to a stand still and it would have a debilatating effect on their business and it would also lead to automatic forfeiture of Rupees Ten Crores and Seventy Five Lacs already paid in favour of the Respondents and prayed for allowing the prayers as mentioned hereinabove in ad interim form as in the alternative, it would cause irreparable harm in their favour.

Perused materials on record.

It reveals that in the Development Agreement, there is a clause, more specifically Clause 3A.1 wherein, it is stated that the developer will endeavour to obtain all permissions, approvals and/or sanctions as may be necessary and/or required under ULCRA and other permissions as may be required for the development of the premises within a period of 90 days from the date of execution of this agreement. So, the developer/petitioner ought to have been more vigilant and cautious about the said clause, more so as the said agreement was entered upon voluntarily by him at his own free will and volition. The ground as taken now that the delay in executing the Developmental work was because of the delay in obtaining ULC clearance is also not tenable as record clearly reveals from Annexure - C at page 308 that the Govt. of West Bengal, Urban Development & Municipal Affairs Department, Nagarayan, Block DF-8, Sector-I, Bidhannagar, Kolkata – 700064, vide their order No.1555-UL/O/6M-28/2002 Kolkata, the 17th December, 2019 had issued such ULC clearance and there is no whisper as to why development work could not be carried on in terms

Contd....

of the said Development Agreement during the interregnum period from 17th December, 2019 till the filing of the instant application under adjudication. The act of the Respondents has its genesis in the Development Agreement itself and after waiting for a considerable period of time, thereby giving an opportunity to the petitioner, they have issued a termination letter of the developmental agreement as well as revoking the registered Power of Attorney when the petitioner was making inordinate delay in carrying out his part of the obligation which arose from the developmental agreement.

Considering all, it appears that the plaintiff has no prima facie case and/or no urgency in moving the said application. Furthermore, there is a valid and subsisting Arbitration Agreement (Article 22). The existence of a valid Arbitration Agreement indicates that the parties have agreed to resolve their issues through arbitration but the same has not yet been initiated till date and in such circumstance, the Court is also not inclined to grant interim relief where the applicant has not pursued the remedy provided under the Arbitration Agreement itself.

On prima facie consideration of the pleadings and the documents, this Court is of the view that the petitioner has failed to establish a prima facie case in his favour, further the balance of convenience does not appear to lie in favour of the plaintiff and he has also failed to demonstrate that he would suffer irreparable injury which cannot be compensated in terms of money if the ad interim injunction is refused.

In the light of the discussion, this Court is not inclined to grant an ad interim order of injunction at this stage.

Hence, it is,

ORDERED

that the application filed by the petitioner U/s 9 of the Arbitration & Conciliation Act, 1996 for grant of ad interim injunction is hereby refused.

Issue notice upon the Respondents to show cause within 15 days from the date of receipt thereof as to why the prayer of plaintiff shall not be allowed.

Fix 17.02.2026 for S/R & AD.

Requisite at once.

D/C by me

ADJ-2, Sealdah

Additional District Judge
2nd ADJ, Sealdah (JO Code WB00896)