Present: Sri Dev Kumar Sukul (JO Code: WB00766)
Judge, Commercial Court at Alipore
Money Suit 23 of 2022
CNR no. WBSP18-000074-2022

Order No. 12
21.01.2023

In the matter of :

Suit for recovery of money valued at Rs. 11,86,03,41,595/-

And

In the matter of :

Power Trust & 03 Others.

....Plaintiffs

Vs.

Ashika Stock Broking Ltd. & 02 ors.

...Defendants

Appearance for the Plaintiff(s):
Mr. Sudip Deb, Adv.
Mr. Sannilhya Dutta, Adv.
Appearance for the Respondent(s):
Mr. Jishnu Saha, Adv.
Mr. Surojit Dasgupta, Adv.

ORDER

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Today day is fixed for passing order of the interlocutory application being no. 02 of 2022 under Order XXXVIII Rule 5 read with Section 151 of the Code of Civil Procedure, 1908.

Plaintiffs, Defendant nos. 1 & 2 and *proforma* Defendant no. 3 file their respective haziras.

I.A. No. 02/2022

1. Plaintiffs file the present suit with adjuvant application under Order XXXVIII Rule 5 read with Section 151 of the Code of Civil Procedure, 1908 (in short CPC), registered as I.A. no. 2 of 2022, against the apropos Defendants.

2. Plaintiff nos. 2 to 4 are admittedly trustees of the Plaintiff no. 1, Power Trust herein, a trust registered under the Indian Trusts Act, 1882 having its office presently at EN-46, 3rd Floor, Salt Lake City, Sector-V, Kolkata-700 091. Defendant No. 1, Ashika Stock Broking Limited (hereinafter referred to as Ashika), is a company registered under the Companies Act, 1956, dealing with the business of Stock Broking and *inter alia* providing services as a Depository Participant in which the Plaintiff no. 1 has a Depository Account. Defendant no. 2 is the Compliance Officer of the Defendant no. 1 company.

3. The Plaintiffs filed the aforementioned suit for realization of a sum of Rs. 11,86,03,41,595/-, as mentioned in the prayer of the said suit, along with interest, inter alia, alleging that Defendant no. 1 to 2 are jointly and severally liable therefore. An application under *Order XXXVIII Rule 5 of CPC* was filed by the Plaintiffs.

4. *Raison D'etre* of Power Trust, the Plaintiff no. 1 herein, is emancipated from the scheme of arrangement and amalgamation under Sections 391 to 394 of the Companies Act, 1956 duly sanctioned by the Hon'ble High Court at Calcutta furthermore approving the names of the trustees and the incidental deed of trust dated 10th May, 2013 redacted by the then breathing trustees.

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5. Scuttled by an application being C.A. 565 of 2013 filed by the proforma Defendant herein, SEBI before the High Court at Calcutta, the Hon'ble Court by an Order dated 27th January, 2017 directed the Power Trust to sell 32,63,16,563 of IPCL (the *per se* company wherefrom the present Power Trust was exhumed by amalgamating with another company named DPSC) shares to the public by 30th April, 2017 which period was subsequently extended by the Hon'ble High Court vide its Order dated 25th August, 2017 till February, 2018. Subsequently, being filed an application by Power Trust before the High Court seeking an extension of time to sell the remaining IPCL shares to the public, the Hon'ble Court by virtue of an Order dated 18th May, 2018 disposed off the said application directing that all steps to dispose of the balance IPCL shares be taken expeditiously in pursuance of the relevant SEBI Regulations.

6. As such, admittedly, the Plaintiff no. 1, Power Trust has been engrafted to comply the direction of the Hon'ble Court so as to obviate the contempt proceeding which might be proceeded against him by SEBI, the Defendant no. 3 herein, for non-subservience of the aforesaid Order of the Hon'ble Court.

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7. Positing in the above-stated echelon, Power Trust brought seven offers for Sale till date wherein aggregate 25,71,398 shares of IPCL in compliance of the Order of the Hon'ble Court.

8. The chronological factual matrix leading to the institution of the present suit in which the present application is instituted is delineated below.

9. Incidentally, in the year of 2021 two trustees of Power Trust were resigned expounding their personal inconveniences for not being further in the said Trust (conspicuously exposited from two letters dated 26th May, 2021 written by the said trustees, annexed with the present application). Consequently, the remaining sole trustee, Mr. Dipak Rudra, prior to resign from the said trust, inducted Plaintiff nos. 2 to 4 into the Power Trust as trustees. As a result, on 8th November, 2021 the Power Trust was embellished by new trustees, *inter alia*, the Plaintiff nos. 2 to 4 herein.

10. Having been reshuffled, new members of the Power Trust applied for change of signatories in the bank account of the Power Trust. Apropos branch of Axis Bank Limited upon request of new trustees effected changes of the signatories of the account of the Power Trust maintained with the said bank.

11. The new trustees, by providing all the executed KYC forms and documents, certified copies of the resolution passed by the Board of Trustees etc. to Ashika, called upon the Ashika, Defendant no. 1 herein, being the depository participant with whom the IPCL shares are held in dematerialized form, to change the names of the signatories in their records. Defendant no. 1 with supervision of the Defendant no. 2 failed and neglected to take niche steps in order to effectuate such change on diverse pretexts and crippled excuses. It is allegedly stated by the Plaintiffs that several requests were sent by them to Ashika to effectuate the above stated changes of signatories, *albeit*, with a gross irony, Defendant nos. 1 and 2 turned down the same sketching some frivolous pretexts (for discerning of the Court, correspondences exchanged between the Plaintiffs

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and Defendant nos. 1 and 2 are annexed with the present application).

12. Finding no other alternative way as the Plaintiffs are posited to comply the Order of the Hon'ble Court, Plaintiffs lodged a complaint with the SEBI, vide a letter of complaint date 6th April, 2022 and also lodged an online complaint with SEBI Complaints Redressal System (SCORES) on the same day. But it could not pour any effect on the determined stand of Ashika. Rather, Ashika without being succumbed to concede the request of the Plaintiffs, overturned the same, and substantiated their claim questing the changing process of neo-nominees of Power Trust.

13. Plaintiffs fall in a fix as the afore-delineated stand of the Ashika borders on gross disregards of the Order passed by the Hon'ble Court directed to the Plaintiffs to dispose of balance IPCL shares in an expedite manner. That being so, Plaintiffs filed this suit before this Court.

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14. Plaintiffs substantiated their claim in the present suit grounding on the conceptualization;

That, owing to inaction and/or refusal on the part of the Defendant no. 2 for the Defendant no.1 in changing the signatories of the Plaintiff no.1, the Plaintiffs cannot sell the balance shares of IPCL for which a cumulative damage of Rs. 11,86,03,41,595/- had occurred for which the Defendants 1and 2 are only liable. More so, the average price per share of IPCL in the last six months i.e. November, 2021 to April, 2022 was Rs. 16.58/-. Considering the balance 32,37,45,165 shares of IPCL were sold as such average price, the total value of the shares in the dematerialized account held with the Defendant no. 1 amounts to Rs. 536,76,94,835/- but the Plaintiffs are unable to take any steps to dispose of such shares and liquidate the money on account of the Defendant no.1's refusal to change the signatories.

15. Plaintiffs are in apprehension that Defendant nos. 1 and 2 would endeavour to obstruct or delay the execution of a decree which this Court may be passed against it by disposing of the whole or any part of its property and/or removing the whole or any part of its property from the local limit of the jurisdiction of this Court. That's why, an order of attachment by virtue of *Order XXXVIII Rule 5* of the Code be passed before judgment. Hence, the present application registered as I.A. No. 02 of 2022 has been filed before this Court.

16. Questioning Defendants being Defendant nos. 1 and 2's actual line of defence is as follows:

- **i.** Plaintiffs/Petitioners grossly suppressed material facts by not disclosing that they filed a petition before the Hon'ble High Court at Calcutta seeking the reliefs which are identical to the reliefs sought before this Court in the instant suit.

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- **ii.** As regards compliance of the Section 12A of the Commercial Courts Act, 2015, this suit has no exposited urgency to be tried before this Court. Rather, Plaintiffs ought to have been relegated to pursue mediation instead of filing the instant suit and application.

iii. Plaintiffs must satisfy to the Court whether there is any circumvention on the part of the Defendants disposing of the assets of them.

iv. In order to effect a change in the authorized signatory of a private trust, some legal formalities *viz* a legal valid resolution to that effect, a no objection certificate, letter from the erstwhile authorized signatory etc. necessary. Furthermore, since private trust is governed by its trust deed, the resolution taken must be consonant with the provisions of the trust deed governing the private trust.

v. Plaintiffs' trust did not comply with the provision enumerated in the Clause 6.1 of the trust deed. Besides that, there was sheer violation of the avowed provisions contained in Clause 6.5.1 and Clause 6.5.7.

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vi. Plaintiffs' allegation appertaining to disposal of the property without producing a single document in support of such statements is baseless and a mere apprehension based on fanciful reverie.

vii. The alleged loss has been calculated taking into account of period between 2017 and 2022. Whereas, Plaintiffs did not able to explain the actual reason for not selling the share on that particular period of time.

17. *Per contra*, Plaintiffs/Petitioners contended that:

i. As the Defendants/Respondents did not verify the affidavits properly as required to be done under Order XIX of the CPC, therefore, the said two affidavits cannot be relied upon. To force their contention, Plaintiffs relied on the decision of the Hon'ble Supreme Court of India in the case of ***A.K.K. Nambiar v. Union of India***[1].

ii. In respect of the contention of the Defendants/Respondents regarding compliance of the Section 12A of the CCA, Plaintiffs contended that when this Court has assumed the veracity of the urgency as exposited in the present suit, therefore, reiteration of the said question is nothing but a ploy just to create unnecessary cumbersome on the way of adjudication of the present application.

iii. As regards the issue involved in this instant suit is absolutely identical to a proceeding pending before the Hon'ble High Court at Calcutta is not sustainable in law, Plaintiffs contended that said two issues are sparingly different to each other. As in the instant case, the Plaintiffs/Petitioners have quantified the damages that Plaintiffs have suffered because of the actions of the Defendants/Respondents and a claim for damages has been made in the instant suit to that effect. There was no prayer for damages in the proceedings before the Hon'ble High Court. This apart, the issues involved in the instant proceedings can only be

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[1] Reported in AIR 1970 SC 652.

decided by way of a full-fledged hearing on trial and evidence which cannot be done in a company proceeding filed before the Hon'ble High Court.

iv. Plaintiffs/Petitioners have duly complied with the Depository Rules being the said Clause 2.2.2 and provided the copy of the Board Resolution and also the other documents as demanded by the Defendants/Respondents. The duty of the Defendants no. 1 and 2 is only to ensure and see whether the Board Resolution has been furnished validly and other documents for making the change of signatories have been provided to them or not and not beyond that. Whereas, the said Defendants being depository agent questioned the appointment of the new trustees. This act is *ultra vires* in respect of provision of the Depository Rules. As regards, Plaintiffs relied on Section 10 of the Depositories Act, 1996 whereby it is evidently clarified that the answering Defendants' right under the said Section are very limited and do not, in any way, extend to questioning the functioning and internal affairs of its clients. Questioning Defendants made submissions as regards violation of certain clauses as enumerated in the trust deed but the pertinent question, which should have been answered by them i.e. what rights they have to raise such question, has eluded by them deliberately.

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v. Plaintiffs to substantiate their arguments for allowing the present application under *Order XXXVIII Rule 5 of CPC* relied on the decision of the Hon'ble Supreme Court of India in the case of ***Rajendra v. Shankar Sundaram***[2]and another decision of the Hon'ble Madhya Pradesh High Court appertaining to the case of ***Manohar Singh v. Hind Kumar Kohli***[3].

18. Heard the Ld. Counsel and also perused the material available on record.

19. Seminal residue of the contentions made by both sides may be sparingly stemmed whether the present application under Order 38 Rule 5 of CPC is sustainable on the face of grounds as stated therein.

20. At the outset, it is obvious to allude here that this is a simplicitor money suit filed by the Plaintiffs claiming damages due to inaction on the part of Ashika being a depository participant as alleged. As such Plaintiffs claimed for;

(a) A direction from this Court upon the Respondents to furnish security to tune of Rs. 11,86,03,41,595/- before this Court.

(b) An order of attachment for attaching the property of the Defendant no. 1 situated at 226/1, AJC Bose Road, Trinity Building, 7th Floor, Kolkata-700 020, PS-Ballygunge.

(c) A direction upon the Respondents/Defendants to submit a declaration of all assets on affidavit before this

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[2]Reported in (2008) 2 SCC 724.
[3]Reported in 1990 SCC Online MP 142.

Court, and also for ancillary and/or incidental prayers thereto.

21. Before delving into the deep of factual matrix of the present case I think it is necessary to discuss about the scope of Order 38 Rule 5 of the CPC. That is why at first, it is worthwhile to see the text of the legal provision contained in Order 38, Rule 5 of the Code of Civil Procedure, 1908. The provision is as follows:

5. <u>Where Defendant may be called upon to furnish security for production of property</u>-

(1) Where, at any stage of a suit, the Court is satisfied, by affidavit or otherwise, that the defendant, with intent to obstruct or delay the execution of any decree that may be passed against him,-

(a) is about to dispose of the whole or any part of his property, or

(b) is about to remove the whole or any part of his property from the local limit of the jurisdiction of the Court,

The Court may direct the Defendant, within a time to be fixed by it, either to furnish security, in such sum as may be specified in the order, to produce and place at the disposal of the Court, when required, the said property or the value of the same, or such portion thereof as may be sufficient to satisfy the decree, or to appear and show cause why he should not furnish security.

(2) The Plaintiff shall, unless the court otherwise directs, specify the property required to be attached and the estimated value thereof.

(3) The Court may also in the order direct the conditional attachment of the whole or any portion of the property so specified.

(4) If an order of attachment is made without complying with the provisions of sub-rule (1) this rule such attachment shall be void.

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22. On plain reading of Rule 5, it is very much clear that in any application under that Rule, the Plaintiff has to show:

a) That he has a prima facie case and he is likely to get a favourable decree against the defendant;
b) The defendant is either disposing of or about to dispose of his entire property or part of the same outside the jurisdiction of the court;
c) That disposal of his properties or removal of properties is done with an intent to defraud the execution of any decree which may be issued against him.

d) The points may be proved either by way of affidavit or by any other means.

23. This Court as regards relies on the epoch making decision of the Hon'ble High Court at Calcutta in the case of ***Premraj Mundra v. Md. Maneck Gazi and Ors.*** [4] wherein the Hon'ble Court made a thorough review of the matter and set guiding principles for the civil courts.

24. According to the Hon'ble Court's view, two aspects have to be satisfied; one the factum of removal of properties from the jurisdiction of the Court and second the mental element i.e. with the intention to defraud the plaintiff.

25. Whether such circumstances exit is a question of fact that must be proved to the satisfaction of the Court. The proof may be made either by way of filing affidavits or by adducing proof in the regular hearing of the suit. That the Court would not be justified in issuing an order for attachment before judgment, or for security, merely because it thinks that no harm would be done thereby or that the defendant would not be prejudiced. That the affidavits in support of the contentions of the applicant, must not be vague, & must be properly verified. "*Where it is affirmed true to knowledge or information or belief, it must be stated as to which portion is true to knowledge, the source of information should be disclosed, & the grounds for belief should stated*" (emphasis added). As such, a mere allegation that the defendant was selling off & his properties is not sufficient. "*Particulars must be stated*".

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26. Of course, there is no rule that transactions before suit cannot be taken into consideration, but the object of

[4] Reported in AIR 1951 Cal 156.

attachment before judgment must be to prevent future transfer or alienation. In other to prove the intention part of the defendant, the normal rule of evidence is applicable. Where only a small portion of the property belonging to the defendant is being disposed of, no inference can be drawn in the absence of other circumstances that the alienation is necessarily to defraud or delay the plaintiff's claim. That the mere fact of transfer is not enough, since nobody can be prevented from dealing with his properties simply because a suit has been filed.

27. There must be additional circumstances to show that the transfer is with an intention to delay or defeat the plaintiffs' claim. "*It is open to the court to look to the conduct of the parties immediately before suit, & to examine the surrounding circumstances, & to draw an inference as to whether the defendant is about to dispose of the property, & if so, with what intention. The court is entitled to consider the nature of the claim & the defence put forward*" (emphasis added).

28. From the view of the Hon'ble Court delineated in ***Premraj Mundra's*** case (*supra)* the conductance of the defendant that may be drawn an adverse inference against the defendant in respect of an application under Order 38 Rule 5 of CPC. Such view of the Hon'ble High Court as follows: where the defendant with notice of the plaintiffs' claim, suddenly begins removal of his properties outside the jurisdiction of the appropriate court, & without any other satisfactory reason, an adverse inference may be drawn against the defendant. The Hon'ble also held, "*The sale of properties at a gross undervalue, or benami transfer, are always good indications of an intention to defeat the plaintiff's claim*" (emphasis added).

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29. In the case of ***Raman Tech & Process Eng. Co. v. Solanki Traders***[5] the Hon'ble Supreme Court of India had occasion to consider the scope of Order 38 Rule 5 of the Code and in such circumstances made the following observations about its scope.

> *"5. The power under Order 38, Rule 5 CPC is a drastic and extraordinary power. Such power should not be exercised mechanically or merely for the asking. It should be used sparingly and strictly in accordance with the Rule. The purpose of Order 38 Rule 5 is not to convert an unsecured debt into a secured debt. Any attempt by a plaintiff to utilize the provisions of Order 38 Rule 5 as leverage fro coercing the defendant to settle the suit claim should be discouraged. Instances are not wanting where bloated and doubtful claims are realized by unscrupulous plaintiffs by obtaining orders of attachment before judgment and forcing the defendants for out of Court settlements under threat of attachment.*
>
> *6. A defendant is not debarred from dealing with his property merely because a suit if filed or about to be filed against him. Shifting of business from one premises to another premises or removal of machinery to another premises by itself is not a ground for granting attachment before judgment. A plaintiffs should show, prima facie, that this claim is bona fide and valid and also satisfy the Court that the defendant is about to remove or dispose of the whole or part of his property, with the intention of obstructing or delaying the execution of any decree that may be passed against him, before power is exercised under Order 38, Rule 5 CPC. Courts should also keep in view the principles relating to grant to attachment before judgment. (See Premraj Mundra v. Md. Manech Gazi for a clear summary of the principles.)"*

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30. Hon'ble High Court at Calcutta in the case of ***Sunil Karkrania & Ors. v. M/s. Saltee Infrastructure Ltd. & Anr.***[6] placed reliance on the decision of the ***Raman Tech's Case (supra)***. In the said case Hon'ble High Court held as

[5] Reported in (2008) 2 SCC 302.
[6] Reported in 2009 SCC Online Cal 1638.

when the suit was only for recovery of money, the immovable cannot be 'the property in dispute in suit' simply because the money claimed in the suit was allegedly payable for construction of such immovable property. The Hon'ble Court further held that the plaintiff would not be remediless, as the legislature has enacted Or. 38 R. 5 prescribing the circumstances wherein the Court can order attachment before judgment by way of interim measure, but such circumstances were not satisfied in the instant case, as the plaintiff only made a vague allegation that the defendant was in a ruinous condition and even if the decree was passed in the suit, he would not be able to get it executed if the defendant was able to transfer or alienate the property. Furthermore, the Hon'ble Court stated that the substantive right of the defendant over its own property cannot be curtained in exercise of inherent powers under Section 151 so as to restrain the defendant from transferring or alienating his own property over which the plaintiff has no right or for attachment of such property.

31. In the present case Plaintiffs become able to show their *prima facie* case for going into the trial for that. But the question is whether there is a reasonable chance of decree being passed in this case against the Defendants is a matter of full-fledge trial. Now, it is to be considered other limbs appertaining to granting application under Order 38 Rule 5 of the CPC. Plaintiffs are not able to satisfy this Court that there is any apprehension of disposing and/or removal of the assets so as to defraud the Plaintiffs as it is very inchoate stage to come into any conclusion to that effect. That being so, being a depository agent Ashika did its work well or not, is a matter of full-fledge trial and the outcome of such cannot be augured at the very initial stage. *Ex facie*, this Court is not in any substantial ground to hold

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that conductance of Ashika was grossly bad in law as without going into full-fledge trial it is not at all possible to view any such conclusion. This Court also does not find any such kind of averments in the plaint and the documents annexed with this, which goes to satisfy this Court about *prima facie* existence of disposing of the assets of the Defendants just to defraud the Plaintiffs. So, mere allegation based on apprehension of the Plaintiffs that Defendant are trying to dispose of its assets in lieu of circumvention of getting decree against it, cannot be assumed by this Court when there are no such substantial ground made by the Plaintiffs regarding alienation is necessarily to defraud or delay the Plaintiffs' claim. As the mere fact of transfer is not enough, since nobody can be prevented from dealing with his properties simply because a suit has been filed against him. An order of attachment before judgment against the Defendant certainly be a deleterious effect if this Court does not go into the fathom of merit of the present case.

32. The decision of the Hon'ble Supreme Court of India in the case of ***Rajendran v. Shankar Sundaram*** (*supra*) as cited by the Plaintiffs is distinguishable to the fact of present case. In the decision of the Hon'ble Madhya Pradesh High Court in ***Monohar Singh's*** case (*supra*) the Hon'ble High Court relies on thes case of ***Madhya Bharat Timber Stores v. Rameshlal Talwar***[7] and in the case of ***Murarilal v. S.K. Mandal***[8] held that *"For passing an Order under O. 38, R. 5, C.P.C., the intention of the defendant is sine qua non. But it must be mentioned that intention is an internal fact. Direct evidence can hardly be expected. The question of the intent alleged by the plaintiff has to be determined having regard to the particular facts and circumstances of the case."* In the

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[7] Reported in 1976 MPWN 325.
[8] Reported in 1965 MPLJ N-126.

instant case, no adverse inference cannot be drawn against the intention of the Defendants on the basis of the materials placed before this Court from the side of the Plaintiffs.

33. Therefore, in pursuance of provision of Order 38 Rule 5 of CPC this Court takes into consideration the attendant fact situation and forms an opinion that the balance of convenience does not lies in favour of issuing order of attachment of the property of the Ashika.

34. The fact remains that Respondents did not verify the affidavits relating to the objection made by them to the application under Order 38 Rule 5, properly in pursuance of the Order XIX of the CPC, 1908. As regards this Court relies on the decision of the Hon'ble Supreme Court of India in ***A.K.K. Nambiar's*** case (*supra*) wherein the Hon'ble Court held that unless the affidavits are verified properly, the genuineness and authenticity of the allegations made therein cannot be considered and taken on record as the affidavit is not admissible in evidence. But, when Plaintiffs fail to establish their case exposited on their application under Order 38 Rule 5 of the CPC, therefore, the question of the verification of the opposition filed by the Respondents to that application is otiose.

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35. The argument as raised by the Defendants as regards forum venture on the part of the Plaintiffs is devoid of any force. As the prayers made in the petition filed before the Hon'ble High Court and the prayers made in this suit as well as in this application are quite different. The appropriate averment of the prayer exposited in said case filed by the Plaintiffs before the Hon'ble High Court is as "*An Order be passed directing Ashika Stock Broking Limited, having its registered office at Trinity, 226/1, A.J.C. Bose Road, 7th Floor, Kolkata 700 020 to immediately change the signatories of the Dematerialized*

Account of the Power Trust having Client ID 10029842 and DP Id. IN303591 pursuant to the change in the Trustees". Therefore, the argument as placed by the Defendants on this score is devoid of any force.

36. Therefore, from the above delineation this Court find the present application under Order 38 of Rule 5 of CPC is devoid of merit and as such the same is rejected. Accordingly, the I.A. No. 02 of 2022 is hereby disposed of.

37. No orders, however, as to costs.

38. Fix on **23th February, 2023 at 12:00 noon** for fixing case management hearing of the suit.

Written statement within statutory period.

Both parties are to act on the basis of the downloaded copy of the order-sheet from the Web-site/E-courts-app.

Dictated & corrected by me,

21.1.23

Judge, Commercial Court at Alipore,
For South 24 Parganas, Purba Midnapore,
Paschim Midnapore &Jhargram
Judge
Commercial Court at Alipore

Judge, Commercial Court at Alipore,
For South 24 Parganas, Purba Midnapore,
Paschim Midnapore &Jhargram
Judge
Commercial Court at Alipore