

AD-32
Ct No.16
07.07.2026
TN

FMAT 218 of 2026
IA No: CAN 1 of 2026

Punrasar Holding Private Limited and others
Vs.
Saranjit Singh Madan and others

Mr. Anirudha Chatterjee, Snr. Adv.,
Mr. Ishan Saha,
Mr. Shounak Mukhopadhyay,
Mr. Shivam Bhimsaria,
Ms. Akansha Singhania

....for the appellants

Mr. Aniruddha Mitra, Snr. Adv.,
Mr. Aishik Chakraborty,
Mr. Anirban Ghosh

.....for the respondents

1. Affidavit-of-service filed today be kept on record.
2. Learned senior counsel appearing for the appellants contends that the learned Trial Judge erred in law and in fact in refusing to grant interim injunction in a suit for specific performance of a Memorandum of Understanding (MoU) filed by the plaintiffs/appellants, primarily on the ground that the plaintiffs had not replied to the letter of termination of the MOU issued by the defendants.
3. From the impugned order, we find that the learned Trial Judge refused to grant interim injunction primarily on the ground that the plaintiffs have not shown anything to indicate that they had paid or tried to make payment of the rest of the consideration amount to the defendants within the time fixed, proceeding on the premise that the span of two years from April 06, 2017, stipulated in the MoU, was the

essence of the contract as well as no reply to the termination of the MoU being given by the plaintiffs.

4. From the averments made in the plaint and the injunction application and the documents annexed thereto, we find that a sufficient *prima facie* case for trial of the suit on merits has been made out inasmuch as there were obligations and counter obligations on the part of the parties envisaged in the MOU and it has been pleaded that the plaintiffs have performed their part of the agreement by preparing draft terms of settlement, deed of surrender of lease, etc.
5. Hence, FMAT 218 of 2026 is admitted to be heard on the above questions and the other grounds taken in the memorandum of appeal.
6. The parties shall remain restrained by an order of injunction from selling, transferring, alienating and/or creating any third party interest in respect of the suit property and/or changing the nature and character of the same in any manner till September 30, 2026 or until further order, whichever is earlier.
7. In view of the submissions of learned senior counsel appearing for the respondents that the respondent no.1 is an octogenarian and the other respondents, being his sons, reside abroad, and that the respondent no.1 intends to see the end of the litigation and is agreeable in principle to act in terms of the MoU subject to the appellants fulfilling their part of the same by paying the entire consideration

amount, we deem it to be a fit case for mediation and accordingly send the matter to the Calcutta High Court Mediation Committee for the purpose of resolution of the disputes between the parties by mediation.

8. The records be sent immediately to the Mediation Committee for such purpose.
9. The parties will be at liberty to seek extension/variation/vacating of the interim order hereby granted in the event mediation fails.
10. The certified copy of the impugned order, filed by the appellants today in court, be kept on record and the defect in that regard be deemed to stand cured.

(Sabyasachi Bhattacharyya, J.)

(Supratim Bhattacharya, J.)