

OC-1, 2 & 3

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE
(COMMERCIAL DIVISION)

IA NO.GA-COM 1 OF 2024
IN
CS-COM 1 OF 2024
KONSORTIA PROJECT PRIVATE LIMITED
VS
MOHIT LAL SEAL AND OTHERS

IA NO.GA-COM 2 OF 2024
IN
CS-COM 1 OF 2024
KONSORTIA PROJECT PRIVATE LIMITED
VS
MOHIT LAL SEAL AND OTHERS

IA NO.GA-COM 7 OF 2024
IN
CS-COM 1 OF 2024
KONSORTIA PROJECT PRIVATE LIMITED
VS
MOHIT LAL SEAL AND OTHERS

BEFORE:
The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date : 2nd February, 2026

Appearance:
Mr. Chayan Gupta, Adv.
Mr. Rittick Chowdhury, Adv.
Mr. Dwip Raj Basu, Adv.
For plaintiff
Mr. Debnath Ghosh, Sr. Adv.
Mr. Sudarsan Roy, Adv.
Mr. Deep Narayan Mukherjee, Adv.
Mr. Debanjan Ghosh, Adv.
For defendant nos. 1 to 9
Mr. S. K. Poddar, Adv.
For defendant nos. 10 & 11.
Mr. Shounak Mukhopadhyay, Adv.
Mr. Kallol Saha, Adv.
Mr. Akash Ghosh, Adv.

*Ms. N. Chakraborty, Adv.
For defendant no.12.*

The Court : After hearing the parties the matters are adjourned to enable the learned Senior Advocates/Advocates representing the parties to take necessary instructions from their respective clients regarding the points which have surfaced during the course of hearing. The points which require deliberation are as follows :

- i) The area presently used by the defendant no.12 as the sub-lessee of defendant no.10.
- ii) Whether the developer is agreeable to give about 3000 sq. ft. from its allocation which will be available to the developer after finality of the plan to the owner so that the defendant no.10 is provided a portion out of the owner's nearly equivalent allocation in the newly developed building as lessee against payment of lease rental to the owner.
- iii) Whether the defendant No. 10 will give the defendant No. 12 the portion available to it from the owners under a lease.
- iv) If there is a consensus in respect of the above point then the parties shall inform the Court as to how long it will take to complete the construction from handing over vacant possession by the owners, the defendant No. 10 and defendant No. 12 in the premises at the present. The lease rent payable by the defendant No. 10 to the owners and the lease rent payable by the defendant No. 12 to defendant No. 10 shall be mutually decided and agreed by them.
- v) If there is a consensus in the above points the defendant no.10 shall inform the Court as to when the defendant no.12 being the sub-lessee

under defendant no.10, who according to the defendant no.10, has been inducted with the concurrence of the defendant nos.1 to 9 shall vacate the premises to enable the development works start under the plaintiff.

This Court is alive to the fact that the Court cannot rewrite an agreement or the terms agreed upon between the parties. However, this exercise is being done as the defendant nos.2 to 9 are the deities on whom 2/3rd of the property in question has been bequeathed while the 1/3rd is with the defendant no.1 which cast an obligation on the Court to look into the maximum income generated for the upkeepment of the deities, their regular devo seva and observation of periodic festivals.

Let these matters appear on 23rd February, 2026.

(ARINDAM MUKHERJEE, J.)