

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA  
Ordinary Original Civil Jurisdiction  
ORIGINAL SIDE  
(Commercial Division)

AP-COM/72/2025  
L AND T FINANCE LIMITED  
VS  
ANJALI TRADERS

BEFORE:  
The Hon'ble JUSTICE GAURANG KANTH  
Date: 1<sup>st</sup> December, 2025.

Appearance  
*Sk Sariful Haque, Adv.*  
*Ms. Archana Chowdhary, Adv.*  
*..for the petitioner.*

The Court: Despite service, none appears for the respondent. This Court vide order dated 13<sup>th</sup> June, 2025 had granted an opportunity to the respondent to file affidavit of assets. It was further observed that the order of attachment has not been passed since the Court was inclined to give an opportunity to the respondent before passing any order of injunction. It is noted that the respondent has refused the service which is deemed to be good service. They have chosen not to appear before this Court.

It is a case of the petitioner that he had advanced a credit facility to the respondent. The respondent failed to repay. The loan recall notice was issued. The loan was terminated. The petitioner relies upon the arbitration clause contained in the loan agreement and the jurisdiction clause to assert that this Court has jurisdiction to entertain this application. It is contended that a part of the cause of action arose within the jurisdiction of this Court, inasmuch as, the loan recall notice was issued and the termination of the agreement was caused from the office situated within the ordinary original jurisdiction of this Court.

Under such circumstances, a prima facie case for securing the amount has been made out, although the loan is an unsecured one. The fact that the respondent is not before the Court despite notice, indicates that there is a likelihood that the respondent might alienate its property or siphon off the money lying in the bank account. The details of bank account are set out as follows:- ACCOUNT NO. 3872303284 with the Central Bank of India (IFSC CODE CBIN 0284471) OF VILL. PALLYSHREE, KHADINA MORE, CHINSURAH STATION ROAD, wherein commercial proceeds and receivables of the respondent are being credited regularly.

Under such circumstances, the respondent is restrained from operating the above bank account, without keeping aside a sum of Rs. 17,37,730.05/-. This is not the final adjudication of the claim. The concerned bank will comply with this order on the basis of the server copy of the same, which shall be served by the petitioner or its learned Advocate-on-record. The operation of the bank account shall not be allowed unless the respondent maintains a sum of Rs.17,37,730.05/- in the same. The respondent is granted liberty to pray for variation, modification or vacation of the interim order. This interim order will continue for a period of two months from date.

Fresh service of notice be issued upon the respondent. Affidavit of service be filed on the next date.

Let this matter appear in the Monthly List of February, 2026.

In the meantime, the petitioner is directed to take immediate steps for appointment of an arbitrator in terms of the arbitration clause.

(GAURANG KANTH, J.)