

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVL JURISDICTION
[COMMERCIAL DIVISION]

IA No. GA/1/2021
In
CS/33/2021
RASANDIK ENGINEERING INDUSTRIES INDIA LIMITED
VERSUS
WEST BENGAL INDUSTRIAL DEVELOPMENT
CORPORATION LIMITED AND ANR.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 9th November, 2022.

Appearance:

Mr. Ratnanko Banerjee, Sr. Adv.

Mr. Soumabho Ghose, Adv.

Mr. Soumitra Datta, Adv.

Mr. Ayush Jain, Adv.

For the plaintiff/petitioner.

Mr. Soumendra Nath Mookherjee, Sr. Adv.

Learned Advocate General.

Mr. Paritosh Sinha, Adv.

Mr. Suman Dutt, Adv.

Mr. Saubhik Chowdhury, Adv.

Mr. Tirthankar Das, Adv.

For the defendant/respondent no.1.

Mr. Samrat Sen, Sr. Adv.

Mr. Paritosh Sinha, Adv.

Mr. Sayan Ganguly, Adv.

For the defendant/respondent no.2.

Re: IA No. GA/1/2021:

The Court :- This is an application by the plaintiff, inter alia, for directing the defendants to secure the plaintiff's claim. The plaintiff/petitioner's says that the plaintiff/petitioner was allotted a plot of land measuring about 10.23 acres in lease for a period of 90 years vide a letter of allotment dated 11th

May, 2007 for setting up a factory to manufacture components, spare parts etc. as an ancillary to the project to be set up Tata Motors Limited at Singur.

Due to the subsequent events, which, according to the plaintiff/petitioner, is to public knowledge, the plaintiff/petitioner could not operate the factory after having substantially set up the same for production. The plaintiff/petitioner says that being unable to operate the factory after having substantially set up the same plaintiff/petitioner has incurred loss of profit and damages for having invested money for construction, erection of the factory premises, importing machineries dedicated for the said factory and other infrastructural support. Although the lease rental which was paid by the plaintiff/petitioner till the acquisition of the land a small portion of which was allotted the plaintiff/petitioner had been held invalid, but the investment to set up of the factory as aforesaid had earned no dividend to the plaintiff/petitioner. The plaintiff/petitioner, therefore, is seeking recovery of such amount from the defendants/respondents and as an interim manner is praying for such amount to be secured till the suit is finally heard and disposed of. The defendants/respondents have filed their opposition. The defendants/respondents dispute the facts and figures provided by the plaintiff/petitioner in support of its contemplated loss. The defendant/respondent no.1 further goes on to say that no loss at all has been suffered by the plaintiff/petitioner and as a consequence thereof the plaintiff/petitioner is not entitled to any damages from the defendants/respondents. The defendants/respondents also alleges that the claim in the suit is barred by limitation and at any event the entire exercise of

acquiring the land had been set at naught by the competent Court for which the defendants cannot be held responsible. That apart, in any event the amount towards lease rental has been admittedly refunded. Unless the plaintiff/petitioner, according to the defendants/respondents, establishes its loss as claimed in the suit, no security can be directed to be furnished at this stage.

The written statement has been filed and as such the defendants have come out with their defence. It is also correct that in case of loss of profit or damages unless the same is established and the Court quantifies and directs payment, no sum on account thereof is payable. No security at the interim stage can be granted for the same on the basis of prima facie case being made out for the simple reason that the same is neither quantified nor prima facie established or admitted. The defendants in the instant case is the state and a state owned corporation. Dealing with the assets or disposing of the same to deny and defeat a decree also does not arise in the instant case.

In the aforesaid facts and circumstances, I am of the view that this application should be disposed of by expediting the hearing of the suit. Since the written statement has already been filed, it will be open to the parties to take necessary steps for getting the suit expeditiously heard.

IA No. GA/1/2021 is disposed of.

Re: CS/33/2021:

By consent of parties, the suit is treated as on day's list. Since the suit is of the year 2021, this Bench has determination to hear out the suit.

Let the discovery and inspection be completed by the parties by 15th December, 2022. The plaintiff should prepare a Judge's Brief of Documents and supply a copy thereof to the defendants. The suit being one filed in the Commercial Division of this Court, the time for discovery and inspection as above be strictly adhered to.

Let this suit appear in the monthly list of January, 2023 when the parties are directed to come up with specific instruction as to the admission of documents and suggested issues.

(ARINDAM MUKHERJEE, J.)