

ORDER SHEET  
IA NO. GA/84/2021  
In CS/343/1979  
IN THE HIGH COURT AT CALCUTTA  
Ordinary Original Civil Jurisdiction  
ORIGINAL SIDE

SUPERINTENDENCE COMPANY OF INDIA (P) LTD.  
Vs  
WESTERN BUILDING CORPORATION

BEFORE:  
The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA  
Date : 13<sup>TH</sup> SEPTEMBER, 2021.

Appearance :  
Mr. Reetobroto Mitra, Adv.  
Mr. Aniruddha Mitra, Adv.  
Mr. Rajdeep Bhattacharya, Adv.  
Mr. Sukumar Pal, Adv.

The Court : By an order dated 23<sup>rd</sup> August, 2021, the petitioner had been directed to publish the gist of prayers in IA NO: GA/84/2021 in “Sunday Statesman” and “Bartaman (Sunday Edition)” within two weeks from the date with a specific indication that the applicant is the owner of the office space No.8G, 8<sup>th</sup> floor in the Everest Building at 46C, J. L. Nehru Road, Kolkata-700071. The direction for advertisement was given so that anyone intending to oppose the petitioner’s prayers would have an opportunity to appear at the time of hearing of the application. The main prayer in the application is for appointment of a Special Officer to execute and register necessary conveyance in relation to the concerned office space at Everest Building in favour of the petitioner namely M/s. Saket Cement Products (P) Limited on behalf of Western Building Corporation as Owner and also on behalf of Parveen Sabharwal nee Parveen Ajit Singh, Chandan Sabharwal nee Chandan Chawala, Geetindra

Sabharwal nee Geeta P. Singh as Confirming Parties, the erstwhile agreement holders and for taking all other necessary steps.

Learned counsel appearing for the petitioner submits that both the advertisements were duly published within the time directed by this Court and that nobody has opposed or objected pursuant to the advertisements. The Learned Counsel appearing for the petitioner submits that in spite of intimating to the erstwhile agreement holders of the instant proceeding as well as the order dated 23<sup>rd</sup> August, 2021, the erstwhile agreement holders are not coming forward to execute and register deed of conveyance in favour of the petitioner of the concerned office space as confirming parties.

As nobody has opposed or objected pursuant to advertisements. The defendant No.10, who has changed its name from Everest Apartment Limited to Everest Owners Association, is represented and submits that the defendant no. 10 does not have any objection to the prayers in the application.

The affidavit of service has been filed in Court is stating that no objection has been received.

Upon considering the relevant documents including the agreement for sale made by Western Building Corporation in favour of the erstwhile agreement holders in respect of office flat No. 8G, 8<sup>th</sup> Floor, Everest Building at 46C, J.L. Nehru Road, Kolkata-700071, it appears that the erstwhile agreement holders had been put in possession of said office flat after payment of the entire consideration money to the respondent No. 1. It appears that the erstwhile agreement holder by an agreement transferred the office flat after receiving entire consideration from the petitioner and put the petitioner in possession of the office flat to the petitioner.

As no objection has been received from anyone pursuant to the provisions made in the “Sunday The Statesman” and “Bartaman (Sunday Edition)”, this Court does not see any difficulty in passing an order in favour of the applicant.

There shall accordingly be an order in terms of prayer (b) of the petition namely that Special Officer will be appointed to execute and register necessary conveyance deed for the concerned office space included in prayer (b) of the petition in favour of the petitioner and for taking all other necessary steps.

Mr. Shyam Sundar Mukherjee, Mobile No.6289716613 of the Bar Association Room No. 2 is appointed as the Special Officer to take necessary steps as indicated above and register the deed of conveyance in favour of the petitioner. The petitioner will bear the remuneration to the Special Officer which is assessed at Rs.50,000/- and all necessary expenses for travel and any other form of assistance. The execution and registration of the deed of conveyance shall be completed within 30<sup>th</sup> November, 2021. The Special Officer shall stand discharged upon execution and registration of the deed of conveyance. IA No. GA/84/2021 is disposed of in terms of the above.

(MOUSHUMI BHATTACHARYA, J.)

