

OD-3

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

IA NO. GA/89/2022
In CS/343/1979

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

BEFORE:

The Hon'ble JUSTICE SUGATO MAJUMDAR
Date : 14th December, 2022.

Appearance:
Mr. A. Mitra, Adv.
Mr. D. Mitra, Adv.
For the Petitioner

Mr. Rajdeep Bhattacharya, Adv.
For the Association

Mr. Dhilon Sengupta, Adv
For C.L. Developers Private Limited

The Court : The instant suit was instituted by the Plaintiff Company with leave of this Court under Order 1 Rule 8 of CPC. Leave was sought under Order 1 Rule 8 of the CPC to institute the suit on behalf of the and for the benefit of all persons like the Plaintiff who have occupied different portions of the suit property, namely, as Everest Building located at 46C, Jawaharlal Nehru Road, Kolkata – 700071 now known as 46C, Chowringhee Road, Kolkata – 700071. It is the case of the present Petitioner that in terms of a written agreement dated *17th July, 1975* which is referred to as the Principal Agreement, Western Building Corporation who was the owner of the property agreed to sale Flat No. 17A/2, located at 17th Floor of the building to one *K.K. Enterprises* for valuable consideration.

M/s. K.K. Enterprises by a Nomination Agreement dated 27th September, 1979 made Mr. Harish P. Ramchandrani as nominator after receiving the consideration. Possession of the said office was handed over to Harish P. Ramchandrani. Harish P. Ramchandrani requested to the Administrator of the estate to record change of ownership which was duly done. Harish P. Ramchandrani had paying maintenance charges and other outgoings of the demised property namely Flat No. 17A/2 of the building. By subsequent nomination agreement dated 3rd April, 1998 between Mr. Harish P. Ramchandrani and C.L. Developers Private Limited, Mr. Harish P. Ramchandrani nominated C.L. Developers Private Limited and handed over possession of the said office space after receiving valuable consideration. By a letter dated 1st June, 1998 C.L. Developers Private Limited requested the Administrator to transfer the ownership of the said office flat in favour of C.L. Developers Private Limited and by a letter dated 4th August, 1998 the Administrator of the estate duly recorded the name of the said office flat in favour of C.L. Developers Private Limited and C.L. Developers Private Limited had been paying maintenance and other charges regularly. On an application filed in this Hon'ble Court for amalgamation of number of companies an order dated 15th May, 2007 in C.P. No. 316 of 2006 connected with C.A. No. 300 of 2006 passed by the Hon'ble High Court for amalgamation and as per the scheme some of the assets including the said office space and some liability of C.L. Developers Private Limited were transferred

to Westwood Marketing Private Limited of No. 17A/2, Everest, 46C, Chowringhee Road, Kolkata-700 071, the petitioner herein.

The Petitioner requested the Administrator of the estate for recording the change of name which was duly done and the Petitioner has been paying maintenance charges and other outgoings in respect of the demised property, namely Flat No.17A/2 of the building. Subsequently, in course of time, the Defendant No.1 could not be traced out and no steps was taken for execution of the formal deed of conveyance.

The Petitioner has presently filed the instant application praying for joining in the suit as an intervenor as well as with the prayer to appoint a Special Officer for execution of a deed of conveyance on behalf of the erstwhile owner, namely, M/s. Western Building Corporation in favour of M/s. Westwood Marketing Private Limited along with other prayers.

Pursuant to Prayer (d), an Order was passed by this Court on 10th November, 2022 for publication of the proposed sale in one bengali daily, namely, "Bartaman" and another in one english daily, namely, "Times of India". Pursuant to that Order, advertisements were published on 5th December, 2022 in the said two newspapers.

A supplementary affidavit in this respect is filed. Let the same be kept on record.

Another two Affidavit-of-Services were filed showing service of notice upon the Everest Owners Association who were subsequently

added as Defendant No.10 and also upon M/s. C.L. Developers Private Limited.

The Defendant No.10 has already made appearance and did not raise any objection. M/s. C.L. Developers Private Limited appeared and submitted that they have no objection to sign as a confirming party in the deed of conveyance.

Prayer (c) was allowed and necessary advertisements were published. Now Prayer (a) is allowed allowing the Petitioner to intervene the suit in terms of Order 1 Rule 8 of CPC. Let the cause title be amended accordingly.

In terms of Prayer (c), a Special Officer is to be appointed to execute and register the necessary deed of conveyance on behalf of M/s. Western Building Corporation. C.L. Developers Private Limited shall be the confirming party in the said deed.

Mr. Ramesh Chandra Pal, a Member of the Incorporated Law Society be appointed as a Special Officer to execute a deed of conveyance on behalf of the M/s. Western Building Corporation in terms of prayer (c).

The remuneration of the Special Officer may be fixed as Rs.25,000/-.

Let the matter appear in the list on 20th December, 2022.

(SUGATO MAJUMDAR, J.)