OCD-5

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
COMMERCIAL DIVISION

APOT/22/2026
IA No. GA-COM/1/2026

NATIONAL BANK LIMITED
-Vs-
ABHIRAJ ASSOCIATES PRIVATE LIMITED AND OTHERS

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

-AND-

The Hon'ble JUSTICE MD. SHABBAR RASHIDI

Date: March 31, 2026.

Appearance:
Mr. Ayan Dutta, Adv.
Ms. Sarmistha Das, Adv.
...for the appellant

Mr. Rupak Ghosh, Adv.
Mr. Sourath Datt, Adv.
Mr. Abhik Chitta Kundu, Adv.
...for the respondent No. 1/plaintiff

Mr. Aurin Chakraborty, Adv.
Mr. Paritosh Sinha, Adv.
Mr. Joydeep Roy, Adv.
Ms. Akshita Singh, Adv.
...for HDFC Bank/ proforma respondent

1. Appeal is at the behest of the defendant in a suit and directed against judgment and order dated December 2, 2025 passed in IA GA-COM/1/2024 and IA GA-COM/3/2025.
2. By the impugned judgment and order, learned Trial Judge confirmed the subsisting order of injunction as against the appellant.
3. Learned Advocate appearing for the appellant submits that, appellant is neither a necessary nor a proper party to the suit. He submits that,

there is no cause of action of the plaintiff as against the appellant in view of the fact that, the appellant is neither the issuing nor the confirming bank of the concerned letter of credit.

4. Learned Advocate appearing for the appellant refers to the letter of credit. He submits that, although, the name of the appellant appears as the sender of the letter of credit, the same can be explained. He submits that, the appellant is no way liable for the letter of credit as, it is neither the issuing nor the confirming bank.

5. Learned Advocate appearing for the appellant refers to various documents in the affidavit-in-opposition which are actually the transactions relating to the letter of credit to contend that the appellant is no way liable to the plaintiff.

6. Learned Advocate appearing for the plaintiff refers to the pleadings of the plaint. He submits that, the defendant no. 4 to the suit placed an order of supply of goods on the plaintiff. The appellant is the banker of the defendant no. 4. The sale transaction was to be routed through the letter of credit. Since, Bangladesh was going through a foreign exchange crunch at that material point of time, the appellant requested other banks to open letter of credit. He contends that, appellant can be construed to be the confirming bank, if not issuing bank. He refers to Article 2 of the Uniform Customs and Practice-600, in this regard.

7. We are considering grant of an interim injunction by the learned Single Judge.

8. Learned Single Judge noted the transaction between the parties i.e, the defendant No. 4, placed an order on the plaintiff for supply of goods which was to be routed through a letter of credit to be opened in favour of the plaintiff. Learned Single Judge noted that, the appellant is the banker of the defendant no.4 and it caused issuance of the letter of credit. Delivery of the goods was taken without, the payment being made under the letter of credit.
9. That being the factual position, learned single Judge rightly passed an order of injunction on the assets of the appellant available in India. In fact, initially, an ex parte ad interim injunction was not granted in favour of the plaintiff. Thereafter, interim injunction was granted which was confirmed by the impugned judgment and order.
10. For the reasons as noted above, we do not find that the learned Single Judge exercised discretion which requires interference on appeal.
11. We find no merit in the present appeal.
12. APOT/22/2026 along with connection application is dismissed without any order as to costs.

(DEBANGSU BASAK, J.)

(MD. SHABBAR RASHIDI, J.)

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