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CS/14/2022
IA NO: GA/1/2022
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

MEERA DHANUKA
VS
BANK OF INDIA AND ANR

BEFORE:

The Hon'ble JUSTICE SHEKHAR B. SARAF

Date : 20th January, 2022.

[Via Video Conference]

Appearance:
Mr. Jishnu Chowdhury, Adv.

Mr. Victor Dutta, Adv.

The Court: Complaint is presented and admitted subject to scrutiny by the department.

Leave under Section 12A of the Commercial Courts Act, 2015 is granted.

Heard Mr. Jishnu Chowdhury, counsel appearing on behalf of the plaintiff/petitioner and also Mr. Victor Dutta counsel appearing on behalf of the respondent no.1. It appears from the records that the plaintiff had stood guarantor to loans granted by the respondents to Riga Sugar Co. Ltd. The deed of guarantee indicates that the plaintiff's guarantee was restricted to the valuation of her residential property at New Delhi. It further appears from the records that this residential property was sold by the bank with the consent of the petitioner and the sale proceeds were appropriated by the petitioner.

In light of the above facts, let there be an orders in terms of prayer (b) of the Notice of Motion. This interim order shall continue for a period of two weeks.

This matter is made returnable next week and the defendants/respondents are directed to produce any documents that would indicate that the guarantee continues to exist upon the plaintiff/petitioner even after the sale of the residential property at New Delhi.

Petitioner to comply with the provisions of Code of Civil Procedure, 1908.

(SHEKHAR B. SARAF, J.)

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