

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

IA No.GA/1/2024
In
EC/9/2024
DIPANKAR BANERJEE
Vs
SUVANKAR BANERJEE

BEFORE:

The Hon'ble JUSTICE BIVAS PATTANAYAK

Date: 27th September, 2024.

Mr. Soumabho Ghosh, Ms. Tiana Bhattacharyya,
Mr. Dilip Kumar Ghosh, Advocates for the Applicant.

Ms. Noelle Banerjee, Mr Dipak Dey, Ms. Sucheta Mitra,
Advocates for the judgment debtor.

The Court : This is an application seeking injunction restraining the judgment debtor from receiving the settled amount from SAIL in the appeal being APO No. 356 of 2016 till the disposal of the execution case or in the alternative to deposit the settled amount, if already received from SAIL with the Registrar, Original Side, High Court, Calcutta.

Mr. Soumabho Ghosh, learned Advocate for the decree holder submits that M/s. HTC Engineering (1958) Pvt. Ltd., of which the judgment debtor is a director has settled its dispute with Steel Authority India Ltd. in respect of an award passed in regular arbitral proceedings and settlement amount is disbursed to M/s. HTC Engineering (1958) Pvt. Ltd. As per the terms of settlement in the event of receipt of money from Steel Authority India Ltd. in APO 356 of 2016 it shall be deposited in the account to be opened and operated jointly by the Decree holder and judgment debtor. There is an apprehension that the judgment debtor after receipt of the said amount may

deprive the decree holder of his rightful claim in a recalcitrant manner. For such reason the decree holder has filed the present application seeking for an order of injunction.

On the contrary, Ms. Noelle Banerjee, learned Advocate appearing for the judgment debtor submits that as per the terms of settlement certain properties mentioned in second schedule were to be sold out and the sale proceeds were to be distributed according to the shares of the parties. The execution proceedings is precisely for sale of the properties and distribution of the sale proceeds. Therefore, the prayer made by the decree holder in the application for restraining the judgment debtor from receiving the settled amount from SAIL is outside the scope and ambit of the execution itself. She also indicates that the execution case is not maintainable on the ground of jurisdiction and such point has already been canvassed and argued before this Court. She seeks to file affidavit-in-opposition.

Let such affidavit-in-opposition be filed by 4th October, 2024. An advanced copy of the affidavit-in-opposition be served upon the learned Advocate for the decree holder. Reply thereto, if any, be filed by the returnable date.

List this matter on 4th October, 2024.

(BIVAS PATTANAYAK, J.)