

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
[Commercial Division]

CS-COM/568/2024

MAHESH THAKUR
VS
OM PRAKASH BHARTIA AND ORS

BEFORE:
The Hon'ble JUSTICE KRISHNA RAO
Date : March 19, 2024.

Appearance:
Mrs. Suparna Mukherjee, Adv.
Mr. Triptimoy Talukder, Adv.
Mr. Diptimoy Talukder, Adv.
Mr. Tushar Kanti Hore, Adv.
...for the plaintiff.

The Court: Mrs. Suparna Mukherjee, learned Counsel, is appearing for the plaintiff.

Plaintiff has filed the present suit praying for a decree against the defendant Nos. 1 to 5 to execute conveyance in favour of the plaintiff with respect of three cottahs of land as mentioned in Schedule B property and other reliefs.

Plaintiff submits that initially an oral agreement was entered between the plaintiff and the defendant with regard to six cottachs of land for total sum of Rs.2,25,00,000/- but subsequently, due to some personal difficulties and hike in price of the landed property, the plaintiff had requested the defendant to reduce the quantum of land and accordingly, on 7th April, 2021 the Memorandum of Understanding was entered between the parties wherein the defendants agreed to sell three cottahs of land to the plaintiff instead of

six cottahs of land for a total sum of Rs.1,95,00,000/- and it was also agreed by the defendants that the balance amount of Rs.25,00,000/- shall be returned to the plaintiff.

Counsel for the plaintiff submits that after the execution of the Memorandum of Understanding, possession of land was also handed over to the plaintiff but, the defendants have neither returned the amount of Rs.25,00,000/- to the plaintiff nor they come forward for execution of sale deed.

The plaintiff submits that in the first week of February, 2024, the plaintiff came to know that the defendants started unwarranted harassment from the unidentified mens with a sole motive to dispossess the plaintiff from the Schedule B property and the plaintiff has also made a complaint to the concerned police authorities.

The plaintiff submits that though the Memorandum of Understanding is unstamped and the plaintiff has taken appropriate steps for getting the said Memorandum of Understanding properly stamped but in the meantime the joint owners of the Schedule A property through the defendant No. 8 proceeding with the completion of the formalities of obtaining all statutory clearance and finalisation of the sanctioned plan for construction of proposed high rise building in Schedule A property for which, the plaintiff will suffer irreparable injury. The plaintiff prays for leave to file the suit without going for pre-institution mediation in terms of Clause 12A of the Commercial Courts Act, 2015.

Considered the submission made by the Counsel for the plaintiff.
Perused the pleadings.

This Court finds that plaintiff has pleaded urgency to file the suit without going for a pre-mediation process. The plaintiff further submits that if leave is granted, the plaintiff will move an application for interim relief.

Accordingly, leave under Section 12A of the Commercial Courts Act, 2015 along with Clause 12 of the Letters Patent is granted.

(KRISHNA RAO, J.)

Sbghosh