

IN THE HIGH COURT AT CALCUTTA  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ORIGINAL SIDE

CS/93/2014  
IA NO: GA/9/2025  
LAXMI SRIJAN PVT. LTD.  
VS  
SRI NARAYAN CHANDRA DUTTA & ORS.

BEFORE :

The Hon'ble JUSTICE BISWAROOP CHOWDHURY

Date: 17<sup>th</sup> September, 2025.

Appearance:

Mr. Amitava Mukherjee, Adv.

Ms. Arpita Saha, Adv.

Ms. Antara Das, Adv.

.... For the plaintiff.

Mr. Purna Chandra Paul Chowdhury, Adv.

Mr. Deep Narayan Mukherjee, Adv.

.... For the defendant no.3

The Court:- Learned Advocates for the parties are present.

In terms of the order dated August 27, 2025, it was directed that the additional issues suggested by the defendant no.3 should be part of the original issues which were framed on 10<sup>th</sup> December, 2024.

Upon considering the issues which were framed by order dated 10<sup>th</sup> December, 2024 and the additional suggested issues, the following issues are framed:

I S S U E S

1. Whether the instant suit is maintainable?

2. Whether the instant suit discloses any cause of action?
3. Whether there was agreement for sale of the suit property between the parties?
4. Whether there was any misrepresentation on behalf of the Defendants?
5. Whether the Defendants committed any breach of agreement?
6. Whether the Plaintiff committed any breach of agreement?
7. Whether the Plaintiff is entitled to the decree prayed for? What other relief/reliefs, the Plaintiff is entitled to?
8. Whether the document dated 18.01.2012 known as Assignment Agreement is enforceable?
9. Whether the plaintiff can seek for specific performance of the very document dated 18.01.2012 purportedly termed as Assignment Agreement which is non-performable and inadmissible under the Indian Stamp Act, 1899 as pleaded in paragraph 15A of the written statement of the Defendant no.3?
10. Is not the alleged agreement for sale dated 03.05.2010 made between the defendant and M/s. Bengal Property Centre in appropriate and non-performable under the Indian Stamp Act, 1899?
11. Whether the right and liabilities of the parties in the suit flow from the said agreement for sale dated 03.05.2010 and not from the

Assignment Agreement dated 18.01.2012 as pleaded in paragraphs 15B and 15C of the written statement of the defendant No.3?

12. Has not the defendant No.3 repudiated the said purported assignment agreement by cancelling his obligation contained therein as pleaded in paragraph 15F of the written statement of the defendant No.3?

13. Can the said Assignment document dated 18.01.2012 be strictly taken into consideration as sale agreement?

14. Whether the instant suit is barred by Law of Limitation?

15. What other relief/ reliefs the parties are entitled to?

List this matter on 10<sup>th</sup> November, 2025.

The judges brief of document be filed on the said date and service be effected in the meantime.

(BISWAROOP CHOWDHURY, J.)