

OD-8

ORDER SHEET

EC 50 of 2022
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

GIRIKUNJ TRADELINK PRIVATE LIMITED
VS.
ANGERLEHNER HOCH-UND TIEFBAU GMBH & ANR.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 16th April, 2024.

Mr. Joyjit Ganguly, Mr. Pradeep Sancheti, Mr. Varun Kothari, Mr. Jatan Monga,
Advocates for decree holder.

Mr. Malay Ghosh, Sr. Adv., Mr. Alak Kr. Ghosh, Mr. Swapan Kr. Debnath,
Advocates for KMC.

The Court : The affidavit-in-opposition filed by the Kolkata Municipal Corporation (in short KMC) to the supplementary affidavit used by the petitioner is taken on record.

On behalf of the petitioner the orders passed by this Court on 10th May, 2013 and 19th March, 2014 are shown to demonstrate that this Court upon being satisfied that money was lying with KMC for paying the judgment debtor no.1 passed an order of attachment in a manner similar to a garnishee proceeding for onward payment of the said sum to the petitioner for satisfying its decretal dues. It is claimed by the petitioner that the 7th Running Account bill (RA bill) raised by the judgment debtor no.1 on KMC is for a sum of Rs.12,64,86,530/-. By relying upon the letter dated 2nd March, 2013 issued by the Project Manager of the WERM Wink JV India Private Limited it is submitted that the 7th RA bill of Rs.12,64,86,530/- has also

been certified by the concerned Project Manager for disbursement to the judgment debtor no.1. It is also submitted on behalf of the petitioner that there is as such no dispute as to the amount payable by KMC and as such KMC should be directed to make payment to the petitioner.

On behalf of the KMC it is submitted that Insolvency Administrator appointed by the Austrian Court in connection the judgment debtor no.1 informed by a letter dated 9th April, 2013 addressed to the KMC that three contractual relationships established by the City of Kolkata and Kolkata Municipal Corporation with judgment debtor no.1 have been transferred upon approval by the Insolvency Court from debtor's estate to the purchaser i.e. judgment debtor no.2. The said transfer could not have happened without following the Indian Law. That apart in any event only these contracts can be transferred complying with the provisions of law if they are in existence.

After hearing the parties, it appears that the matter requires further consideration which is not possible for paucity of time.

Let this matter appear in the list on 3rd May, 2024.

(ARINDAM MUKHERJEE, J.)