

OD-6

ORDER SHEET

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

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

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 18th August, 2023.

Mr. Pradip Sancheti, Advocate for the decree holder.

Mr. Malay Kumar Ghosh, Sr. Advocate for K.M.C.

The Court : Affidavit of service and affidavit-in-reply by the decree holder to the affidavit of Kolkata Municipal Corporation filed in Court today are taken on record.

It is submitted on behalf of the decree holder that service of notice could not be effected on defendant/judgment debtor no.1 as the postal envelope has come back with the endorsement 'Address changed'. So far as the service on the defendant/judgment debtor no.2 is concerned, the decree holder has not been able to ascertain as neither the postal envelope has come back nor any intimation as to delivery has been received by the decree holder.

On behalf of the Kolkata Municipal Corporation (in short KMC) it is submitted that the relevant claim against KMC cannot be allowed in this execution case inasmuch as the judgment debtor no.2 who according

to KMC has taken over the business of the judgment debtor no.1 and the said judgment debtor no. 2 has served a notice on KMC under Section 21 of the Arbitration and Conciliation Act, 1996 raising the disputes in respect of the contract between KMC and the judgment debtor no.1. No step subsequent thereto has been taken. There is also no crystallised claim of either the judgment debtor no.1 or judgment debtor no.2 against KMC which can be proceeded with by the decree holder under garnishee.

Considering the submissions made by the parties, let this matter appear on 8th September, 2023.

(ARINDAM MUKHERJEE, J.)