

OCD-5

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

IA No. GA-COM/1/2025
In CS-COM/57/2025

JCC INDIA PRIVATE LIMITED AND ANR
VS
TIL LIMITED

BEFORE:

The Hon'ble JUSTICE KRISHNA RAO

Date : June 18, 2025.

Appearance:

Mr. Nirmalya Dasgupta, Adv.
Mr. R. L. Mitra, Adv.
Mrs. Priyanka Dhar, Adv.
... for the plaintiffs

1. Mr. Nirmalya Dasgupta, learned Advocate, is appearing for the plaintiffs.
2. The plaintiffs have filed the present application being GA-COM/1/2025 praying for judgment upon admission and interim order. At present, the plaintiffs are only praying for *ad interim* injunction.
3. Counsel for the plaintiffs submits that the defendant has issued a work order to the plaintiffs and accordingly, the plaintiffs have executed the work order and subsequently, as per the invoices raised by the plaintiffs, the defendant has issued five post-dated cheques of The South Indian Bank Limited for a total sum of Rs.55,00,000/- by a communication dated 16th March, 2022. Out of the five cheques,

one cheque being cheque no.002486 for Rs.15,00,000/- was returned to the defendant as the defendant had transferred the said amount in the account of the plaintiffs through RTGS. As regard the second cheque dated 30th April, 2022, the plaintiff has presented the same for encashment but the same was dishonoured. Subsequently, the plaintiffs have initiated a case under Section 138 of the Negotiable Instrument Act before the appropriate Court of law and the defendant has paid the said cheque amount. Now, the remaining three cheques of Rs.10,00,000/- each, the plaintiffs have presented the same for encashment but the same were dishonoured. After dishonour of the cheques, the plaintiffs have informed the same to the defendant and requested for payment of remaining amount of Rs.30,00,000/- along with interest but the defendant has not paid the said amount.

4. Counsel for the plaintiffs submits that the plaintiffs have initiated pre-institution mediation process but in spite of receipt of notice, the defendant has not come forward for settlement of the issue and accordingly, the plaintiffs have filed the present suit along with the instant application.
5. Counsel for the plaintiffs submits that it is admitted by the defendant that a principal amount of Rs.30,00,000/- is due to be paid by the defendant to the plaintiff but in spite of the same, the defendant failed to pay the same. Counsel for the plaintiffs further submits that the plaintiffs came to know that there are several dues pending against several parties as well as against the bank and in

one claim, the Bank of India has initiated a proceeding under Section 7 of the Insolvency and Bankruptcy Code and during the pendency of the said proceeding, the defendant has settled the dispute with the Bank of India.

6. Counsel for the plaintiffs submits that there is every chance that the defendant will siphon off the amount without paying the due amount to the plaintiff and if at this stage, an *ad interim* order is not passed and in case, the plaintiffs will get a decree, the same will only a paper decree and the plaintiffs will not be in a position to execute the decree.
7. Considered the submission made by the counsel for the plaintiffs. Perused the materials on record.
8. As per the record, the defendant has issued work order and accordingly, the plaintiffs have executed the work order and upon completion of the work order, the defendant has issued cheques for a total sum of Rs.55,00,000/- and out of the said sum, only Rs.25,00,000/- has been paid by the defendant and the remaining amount of Rs.30,00,000/- is due. The defendant has issued the cheques but the same were dishonoured. In spite of requests, the defendant has not paid the amount. It is also found that the Bank of India has initiated a proceeding under Insolvency and Bankruptcy Code and during the pendency of the said proceeding, the defendant has settled the issues with the Bank of India.
9. Considering the above, this Court finds that the plaintiffs have made out a *prima facie* case and the balance of convenience and

inconvenience is in favour of the plaintiffs. This Court also finds that if at this stage, an *ad interim* order is not granted, the plaintiffs will suffer irreparable loss and injury.

10. Accordingly, an *ad interim* order of injunction in terms of prayer (b) of the application is granted till 16th July, 2025.
11. The plaintiffs are directed to serve the copy of the plaint and interlocutory application along with documents to the defendant forthwith and to file affidavit of service on the returnable date.
12. List the matter on 16th July, 2025.

(KRISHNA RAO, J.)