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IA GA. NO. 7 OF 2025

IN

CS NO. 88 OF 2024

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

ANUMATI CONSULTANCY AND SERVICES PRIVATE LIMITED
VS
WELLSIDE GLOBAL PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 9th February, 2026.

Appearance:

Mr. Pranit Bag, Adv.

Mr. Amit Kumar Nag, Adv.

Mr. Subhojit Ghosh, Adv.

Mr. Samriddha Sen, Adv.

For plaintiff/petitioner

Mr. Surajit Nath Mitra, Sr. Adv.

Mr. Sankarsan Sarkar, Adv.

Mr. Mayank Kakrania, Adv.

For defendant/respondent

The Court: In terms of the order dated 30th January, 2026 the learned senior advocate/advocates representing the plaintiff and the defendant have taken instruction therefrom respective clients.

On behalf of the plaintiff it is submitted that they are not willing to forego the claims made in the suit upon receiving the principal sum of Rs.12,81,22,349/- from the defendant as its principal claim is in excess of Rs.14 Lakhs apart from other claims.

The plaintiff also says that the advocate-on-record of the defendant has on no uncertain terms informed the advocate-on-record of the plaintiff that the

defendant is not willing to pay any money in excess on the said principal sum of Rs.12, 81,22,349/-.

It is also the case of the plaintiff that this exercise of resolving the entire claim in the suit by receiving some further sum over and above the sum, which has been admitted by the defendant, on account of interest at a reasonable rate was undergone but the same have failed.

On behalf of the defendant this fact is, however, disputed. The defendant says that the said sum was offered to the plaintiff long back but the plaintiff was not agreed to receive the same. It is submitted by the learned senior advocate representing the defendant that without prejudice to the rights of the defendant he is still willing to take up the matter with his client, if the plaintiff quotes a reasonable rate of interest from the date on which the money was required to be returned on cancellation of the agreement. However, since the plaintiff does not want to resolve the entire claim there is no further scope of any deliberation and the defendant want the said sum of Rs. 12, 81,22,349/- to be adjusted against the principal sum claimed by the plaintiff.

Before further going into the issue, the relevant facts are enumerated hereunder for better appreciation of the case.

The predecessor-in-interest of the plaintiff, namely, Gangaur Properties Private Limited (for short "Gangaur") entered into an agreement with the predecessor-in-interest of the defendants, namely, Wellside Projects Private Limited(for short "Wellside") in respect of 5th, 6th and 7th floor of the proposed commercial building at 7, Ho Chin Minh Sarani, Kolkata-700071 (hereinafter referred to as the said property) for a total consideration of Rs.15,75,00,000/-

vide an oral agreement dated on or before 29th June, 2010 which subsequently stood modified by three separate agreements in writing all of which were dated 12th November, 2015 for the residential units being no. 12W, 13W and 14W respectively. The consideration money paid in respect of the initial agreement was agreed to be treated as the consideration money against the three separate agreements for the changed units.

The plaintiff paid the said sum of Rs.15,75,00,000/- to the defendant. The agreement stood cancelled for various reasons in respect of which the plaintiff and the defendant have their own version, claims and counter-claims.

On the cancellation of the agreement, the defendants was obliged to return a sum of Rs.12, 81, 22,349/- after deducting the amount in terms of the agreement as submitted by the plaintiff which, according to the defendants, is strictly in terms of Article 9 of the three agreements.

The defendant thereafter through its advocate's letter dated 2nd January, 2020 agreed to refund of Rs.12,81,22,349/- as the aggregate sum against the three agreements.

Since the plaintiff was not willing to take the said sum as full and final payment, the suit was instituted.

In this application for judgment upon admission, the plaintiff has claimed the said sum of Rs. 12, 81,22,349/- without any interest.

In the aforesaid facts and circumstances, the application for judgment upon admission being GA/7/2025 is disposed of by the defendant handing over a bank draft of Rs.12,81,22,349/- dated 28th January, 2026 bearing

No.027868 and drawn on Axis Bank Limited in Court. This sum will be adjusted by the plaintiff against its principal claim of the plaintiff. The demand draft for Rs.12,81,22,349/- is made over to the plaintiff in Court after retaining a photocopy thereof. The balance claim made in the suit is relegated to trial.

Let a decree be drawn up recording payment of Rs.12,81,22,349/- by the defendant to the plaintiff towards satisfaction and account of the principal claim made by the defendant in the suit and relegating the balance claim of the plaintiff to trial.

GA/7/2025 is accordingly disposed of.

(ARINDAM MUKHERJEE, J.)