OD-3

ORDER SHEET

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

IA No. GA/3/2025
In
CS/53/2025

MOHUA MULLICK & ORS.
VERSUS
INDIRA ROY & ANR.

BEFORE:
The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date: 22nd September, 2025

Appearance:
Mr. Dhruva Ghosh, Sr. Adv.
Ms. Anisha Kochar, Adv.
Ms. Ajeeya Choudhury, Adv.
For the plaintiffs.

Mr. Rupak Ghosh, Adv.
Mr. Rahul Karmakar, Adv.
Ms. Papiya Roy, Adv.
For the defendant no.1.

Mr. Shiv Mangal Singh, Adv.
For the defendant no.2, Indian Bank.

The Court:- The learned Advocates in course of hearing submitted placed before the Court the instructions received from their respective clients. The signatories to the cheque as indicated by Indian Bank, the defendant no.2 in connection with the bank account maintained with the said bank are the four plaintiffs i.e., plaintiff nos. 1 to 4 and the defendant no.1. The said bank will not honour any cheque unless the same is signed by all fire.

Admittedly, the plaintiff nos. 1 to 4 and the defendant no.1 are own sisters. It is also a fact that neither the plaintiffs nor the defendant no. 1 are objecting to the performance of Durga puja for the year 2025 or that there will be no expenses for observing the same. The dispute, as prima facie appears, is the distrust amongst the plaintiff nos. 1 to 4 and the defendant no.1 regarding the quantum of expenses to be incurred for the Durga puja and the allied rituals thereto.

It is also an admitted position that by an order dated 26th June, 2025 this Court has allowed withdrawal of a sum of Rs.2,50,000/-. This amount has been withdrawn by the plaintiffs no. 1 to 4. A Chartered Accountant was also appointed by the said order to scrutinize the accounts by 29th August, 2025 and file his report.

In this application, the plaintiffs have sought for release of a further sum of Rs. 3,00,000/- on account of expenses for the Durga puja and allied rituals for the year 2025. The plaintiffs have also asked for a further sum of Rs.3,00,000/- on account of expenses to be mitigated for regular *debo seva* and other periodical functions subsequent to Durga puja. The plaintiffs have provided an accounts wherefrom it appears that Rs.87,000/- has been spent up to 31st August, 2025 from out of the said sum of Rs.2,50,000/-. Thus, there is a cash-in-hand of about Rs.1,60,000/- available with the plaintiffs. The plaintiffs, however, say that the accounts was up to 31st August, 2025 and as such further expenses on account of salary for the months of August, September and Bonus for the year 2025 has to be paid to the staff who are associated with the Durga puja and other periodical festivals to be observed by the plaintiffs and the defendant no.1.

The plaintiffs further say that after deducting the aggregate salary of the staff for the months of August, September and the bonus to be paid a further sum over and above the said sum of Rs.87,000/- from Rs.2,50,000/- the cash-in-hand will be less than Rs.1,00,000/-.

The defendant no.1 on the other hand says that the plaintiffs have sufficient funds in hand to perform the Durga puja and allied rituals. The staff salary, according to the defendants, is paid from out of a separate fund which is a subject matter of pending probate proceedings. That apart and in any event going by the accounts provided by the plaintiffs, the amount on account of staff salary and bonus will not exceed Rs.50,000/- and as such a balance of money in excess of Rs.1,00,000/- will be available with the plaintiffs.

In the aforesaid facts and circumstances, the defendant no. 1 says that the money available with the plaintiffs as cash-in-hand would sufficient to meet the expenses for the Durga puja going by the past accounts which are already on record.

It is also the case of the defendant no.1 that the plaintiffs have deliberately approached the Chartered Accountant engaged in terms of the order dated 26th June, 2025 at a belated stage for which the said Chartered Accountant could not scrutinize the accounts as directed with 29th August, 2025.

Since we are after the Mahalaya and just five days away from the Durga puja to be held for the year 2025, I am inclined to allow on account withdrawal of a further sum of Rs.1,00,000/- for the time being so that the same can be utilized along with balance amount lying with the plaintiffs after deduction of salary for the months of August, September and the bonus for the year 2025. This on account disbursement shall not be treated as a precedent but is allowed only to enable the Durga puja for this year to take place. The plaintiffs shall be liable to keep accounts for the on account money and the balance available with the plaintiffs and place it before the Court on the returnable date.

The defendant no.1 is directed to sign a cheque of Rs.1,00,000/- which will contain the signature of the plaintiff nos. 1 to 4 by 23rd September, 2025. The Indian Bank shall immediately pay the cheque amount to the plaintiffs to enable them to perform the Durga puja provided the cheque is in proper form and order.

It is expected that the parties will co-operate with the Chartered Accountant already appointed to scrutinize the accounts so that the Chartered Accountant can conclude the scrutiny of the accounts by 5th December, 2025.

The plaintiff nos. 1 to 4 and the defendant no.1 shall produce all documents and records available with them which are required by the Chartered Accountant already appointed to comply with the order dated 26th June, 2025.

Directions for affidavit are given:

Affidavit-in-opposition be filed by 31st October, 2025. Affidavit-in-Reply thereto, if any, be filed by 14th November, 2025.

Let this matter appear in the monthly list of December, 2025.

(ARINDAM MUKHERJEE, J.)

snn.