

OCD-8

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA  
COMMERCIAL DIVISION  
ORIGINAL SIDE

IA No. GA-COM/2/2025  
In CS-COM/76/2025

DUTTA VINIMAY PRIVATE LIMITED  
VS  
DINESH SINGH

BEFORE:

The Hon'ble JUSTICE KRISHNA RAO

Date : September 25, 2025.

Appearance:

Mr. Varun Kothari, Adv.

Ms. Sayani Das, Adv.

Ms. Sreetana Biswas, Adv.

... for the petitioner

1. The plaintiff has filed the present application being GA-COM/2/2025 praying for an interim order directing the defendant to furnish security to the extent of Rs. 3,44,95,551/-. The plaintiff submits that initially the plaintiff has filed the suit before the Non-Commercial Division and subsequently, the defendant has filed an application praying for dismissal of the suit on the ground that transaction between the plaintiff and the defendant was commercial in nature. This Court allowed the application filed by the defendant, holding that the dispute between the plaintiff and the defendant is commercial in nature. After the order passed by this Court, the plaintiff has initiated pre-institution mediation process. Though, the defendant has appeared before the mediation but failed to settle the dispute. Thereafter, the plaintiff has filed the present suit.

2. The plaintiff submits that in the affidavit-in-opposition, the defendant has categorically admitted that whatever money have been actually advanced to the defendant were done by the plaintiff for their own business interest. By referring the said statement made by the defendant in the affidavit in opposition in the earlier litigation, the plaintiff submits that the defendant has admitted the claim. He further relied upon the cheque issued by the defendant which was subsequently dishonored with the endorsement “stop payment”.
3. Counsel for the plaintiff submits that that the defendant failed to pay the admitted amount to the plaintiff and he further submits that the plaintiff came to know that the defendant is going to siphon off the amount and if at this stage, an interim order is not passed by attaching the account of the defendant, the suit filed by the plaintiff will become infructuous.
4. Heard Learned Counsel for the Plaintiff. Perused the materials on record.
5. It is found that in the affidavit-in-opposition on the earlier litigation the defendant has stated that in one paragraph that whatever money has been actually advanced to the defendant were done by the plaintiff for their own business interest. Subsequently, the defendant had also issued a cheque but the cheque was dishonored with the endorsement “stop payment”.
6. This Court at the time of disposing of the application filed by the defendant on the earlier suit observed that the dispute between the plaintiff and the defendant is commercial in nature. Accordingly, the

plaintiff has initiated the pre-institution mediation process but the defendant failed to settle the dispute. It is the specific case made out by the plaintiff that the defendant is going to siphon off the amount and if at this stage, an interim order is not passed, if any decree is passed in future, the same will be a paper decree only and the plaintiff will not be in a position to execute the decree.

7. Considering the above, this Court finds that the plaintiff has made out a prima-facie case, balance of convenience and inconvenience in favour of the plaintiff and if at this stage, an ad-interim order is not granted, the plaintiff will suffer irreparable loss and injury.
8. Accordingly, the defendant is directed not to operate any bank account connected with PAN: AWOPS0656G without keeping aside an amount of Rs. 2,75,00,000/- till 6<sup>th</sup> November, 2025.
9. The plaintiff is directed to serve the copy of this order along with application, documents and copy of the plaint to the defendant immediately and to file affidavit of service on the returnable date.
10. Let the matter appear on 6<sup>th</sup> November, 2025 under the heading "New Motion".

(KRISHNA RAO, J.)