

OCD-14 & 15

**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

AND

**IA No. GA-COM/3/2025
In CS-COM/76/2025**

DUTTA VINIMAY PRIVATE LIMITED
VS
DINESH SINGH

**BEFORE:
The Hon'ble JUSTICE ANIRUDDHA ROY
Date : November 6, 2025.**

Appearance:

Mr. Varun Kothari, Adv.
... for the plaintiff

Mr. Shiv Shankar Banerjee, Adv.
Mr. Jitesh Sah, Adv.
Ms. Sreeparna Kashyap, Adv.
Ms. Pronita Ghosh, Adv.
Mr. Siddharth Chamaria, Adv.
... for the defendant

The Court: The parties have agreed for analogous hearing of **GA-COM/2/2025** and **GA-COM/3/2025** which are appearing against Serial No. 14 and 15 in today's cause list.

Affidavits of service and notice of motion filed in Court today are taken on record.

IA No. GA-COM/2/2025
and IA No. GA-COM/3/2025
In CS-COM/76/2025

IA No.GA-COM/2/2025 is an application for injunction filed by the plaintiff lender. The plaint case is that the plaintiff lender lent and advanced an unsecured loan in favour of the defendant. The record shows that three agreements were executed by and between the parties and the defendant had signed and executed all three agreements and availed of the unsecured loan. The first agreement was dated April 15, 2022 by which a sum of Rs.2.50 crore was lent and advanced. The second agreement was dated September 7, 2022 by which a sum of Rs.25 lakh was lent and advanced and the third agreement was dated April 1, 2023 under which the time for repayment was extended in so far as the said sum of Rs.25 lakh was concerned. The admitted position is that the defendant has defaulted, save and except, an alleged sum of Rs.50 lakh, as claimed by the defendant, has been paid. The rest is under default.

In such circumstance an exparte order of injunction was passed on September 25, 2025 by the Co-ordinate Bench where under the defendant has been directed not to operate any bank account connected with **PAN: AWOPS0656G** without keeping aside the amount of Rs.2,75,00,000/- till November 6, 2025.

The interim order since is expiring today, Mr. Varun Kothari, learned Advocate appearing for the plaintiff/petitioner prays for an extension thereof.

Mr. Shiv Shankar Banerjee, learned Advocate appearing for the defendant/respondent submits that the defendant has taken out an application **GA-COM/3/2025**, inter alia, praying for vacating of the said exparte interim order dated September 25, 2025.

The principal grounds for vacating taken by the respondent are that the plaintiff is a systematic lender who lends and advances money to different entities as would be evident from the balance-sheet of the plaintiff at page 55 to the vacating application. He submits that the plaintiff did not have permission under Section 186 of the Companies Act, 2013 read with Section 45-1A of the RBI Act. The plaintiff does not have the requisite licence required under the provisions of the Bengal Money-lenders Act, 1940. In absence of such pre-requisite for carrying out the business of money lending, the suit is barred under the provisions of Section 13 of the Money-lenders Act.

According to Mr. Banerjee, the plaint should have been rejected at the threshold and the interim order should not have been passed. The plaintiff has made complete suppression of material facts and obtained injunction behind the back of the defendant. Referring to paragraph 8 from the plaint Mr. Banerjee submits in effect an understanding of joint business was there between the parties to the suit and based on that acquaintance, the loan was taken by the defendant.

Mr. Banerjee further submits in view of the existence of such order of exparte injunction, the entire business of the defendant has become stand still, the defendant cannot operate its business.

Mr. Banerjee, on instruction from his client, submits that the defendant has already paid a sum of Rs.50 lakh which has wrongly been adjusted by the plaintiff against interest and he can secure a further sum of Rs.33 lakh without prejudice to the defendant's rights and contentions, to show its bona fide.

After considering the rival contention of the parties and upon perusal of the materials on record, the admitted fact is that the defendant has accepted an unsecured loan to the extent of Rs.2.75 crore from the plaintiff and has allegedly paid a sum of Rs.50 lakh, as contended by the defendant. Though learned Counsel for the plaintiff has submitted that the total quantum of amount, as allegedly paid by the defendant needs to be ascertained.

The record and pleadings of the parties show that transaction is purely commercial in nature. At the time of acceptance of the loan and its extension when the defendant has entered into and executed the agreements, has never disputed the capacity of the plaintiff to advance the loan. The point raised as demurrer, as already narrated above by the defendant, is required to be gone into upon exchange of affidavits.

The interim order dated September 25, 2025 shows that there is no absolute bar for the defendant to run its bank account but an embargo has been placed upon the defendant that he should keep aside a sum of Rs.2,75,00,000/- from its bank account. On prima facie case being found by the Co-ordinate Bench the said direction was made. The defendant has not made out any subsequent development in its favour, on the basis whereof the interim order can be interfered with at this stage. Further, the proposal to secure a further sum of Rs.33 lakhs, as proposed by the defendant is too paltry a sum considering the total dues against it, this Court does not accept the same.

In view of the foregoing reasons and discussions, this Court is also of the view that in a commercial transaction when an order is to be passed in its equitable jurisdiction, the equity has also to be balanced.

As already stated above, there is no absolute restraint on the defendant from operation of its bank account, subject to compliance of the condition imposed by the Co-ordinate Bench in its order dated September 25, 2025, accordingly, this Court is of the considered view that without exchange of affidavits, conditional order of restraint dated September 25, 2025, is not required to be interfered with at this stage.

The interim order passed on **September 25, 2025** stands extended till **January 30, 2026** or until further order, whichever is earlier.

The defendant shall file its affidavit-in-opposition in **IA No. GA-COM/2/2025** on or before **November 20, 2025**.

Affidavit-in-reply shall be filed therein by **December 10, 2025**.

Identically, the plaintiff shall file its affidavit-in-opposition in **IA No. GA-COM/3/2025** on or before **November 20, 2025**.

Affidavit in reply shall be filed therein by **December 10, 2025**.

After the aforesaid period shall expire, the parties shall be at liberty to mention both the applications for hearing under the heading **“Adjourned Motion”** upon notice to each other and the same shall be heard analogously.

(ANIRUDDHA ROY, J.)