

OCD- 16

IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
COMMERCIAL DIVISION

G.A. (COM) No. 1 of 2025

In

C.S. (COM) No. 82 of 2025

SKIPPER LIMITED

-VS-

KOUSHIK LAHA

BEFORE:

The Hon'ble Justice Krishna Rao

Date : 24.06.2025

Appearance:

Mr. Sabyasachi Choudhury, Sr. Adv.

Mr. Sayantan Bose, Adv.

... for the plaintiff.

THE COURT:

1. The plaintiff has filed the present application for grant of ad interim order. The plaintiff is engaged in the business of manufacturing and selling diverse types of Poly Vinyl Chloride (PVC) pipes and fittings. The defendant is carrying the business as a distributor of the PVC pipes

and fittings manufactured by the plaintiff in the District of Paschim Medinipur and the adjoining areas since the year 2018 to 2019.

2. Initially the defendant carried on business as a Sole Proprietor under the tradename 'SKS Pipe House'. Since financial year 2022-2023, the defendant has ceased to carry on business under the tradename "SKS Pipe House" and carrying on business in the name and style of "M/s. SKS PVC House" as sole proprietor.
3. In the financial years 2022-2023 and 2023-2024, the plaintiff sold and delivered to the defendant, carrying on business under the tradename "M/s. SKS PVC House", goods of value of Rs. 35,52,53,577/-. During the said two financial years, the plaintiff also issued to the defendant debit notes of the value of Rs. 2,47,743/- and adjustment on account of Domestic Reversals to the tune of Rs. 22,68,958.57. Against the said sum of Rs. 4,82,58,348.49 remained as an outstanding balance as on 31st March, 2024, after adjusting the amount of Rs. 28,64,25,085.90 received by the plaintiff from the defendant and providing adjustment for all credit notes of the value of Rs. 2,30,86,844.18 issued by the plaintiff to the defendant.
4. During the financial year 2024-2025, the plaintiff had sold and delivered to the defendant further PVC pipes and fittings of agreed specifications at agreed rates for an aggregate amount of Rs. 10,71,72,568/-. The defendant by a letter dated 3rd February, 2025, admitted that the total financial balance is Rs. 4,40,16,326.34 and the

defendant has remitted an amount of Rs. 2,89,45,780/- which is due and payable to Hero Fincrop Limited. The defendant in the said letter also requested the Hero Fincrop Limited not to deposit the cheques number 271836, 271837, 271838, 271839 and 271840 against Account No. 125001117342 of Canara Bank, Kharagpur.

5. The defendant has issued two cheques of ICICI Bank dated 7th February, 2025 to the plaintiff for an amount of Rs. 4,39,76,326/- and Rs. 2,86,50,567/- but both the cheques have been dishonoured with the reasons "Insufficient Funds".
6. The plaintiff has paid an amount of Rs. 2,86,50,614.67 to Hero Fincrop Limited by way of bank transfer. The defendant has now changed the name of the proprietorship firm as S.S. Enterprise.
7. The plaintiff has sold and delivered to the defendant the goods of the value of Rs. 35,52,53,577/- during the financial year 2022-2023 and 2023-2024. As on 1st April, 2024, the opening outstanding balance owed by the defendant to the plaintiff was Rs. 4,82,58,348.49. During the financial year 2024-2025, the plaintiff has sold and delivered to the defendant further PVC pipes and fittings for an aggregate amount of Rs. 10,71,72,568/-. The defendant by a letter dated 3rd February, 2025 admitted the amount of Rs. 4,40,16,326.34 and also admitted that an amount of Rs. 2,89,45,780/- shall be paid to the Hero Fincrop Limited. Instead of the same, the defendant has neither paid the amount to the plaintiff nor has transferred the said amount to Hero Fincrop Limited.

8. The cheques issued by the defendant to the plaintiff were also dishonoured with the endorsement "Funds Insufficient" and the plaintiff has transferred the amount of Rs. 2,86,50,614.67 in the account of the Hero Fincrop Limited. Instead of making payment to the plaintiff as well as the Hero Fincrop Limited, the defendant has changed the name of the proprietorship firm as S.S. Enterprise.
9. Considering the above, this Court finds that the plaintiff has made out the prima facie case and balance of convenience and inconvenience in favour of the plaintiff and at this stage and ad interim order is not granted to the plaintiff, the plaintiff is suffered irreparable loss and injury. The defendant is restrained from alienating, dealing or disposing of the immovable properties or any part of portion thereof as mentioned in Annexure "E" in any manner whatsoever and the defendant is further restrained from operating the bank accounts held against PAN Number AEDPL1284N including the bank accounts as mentioned in Annexure "D" without setting apart a sum of Rs. 7,26,26,893.81 till 22nd July, 2025.
10. The defendant is also directed to show cause as to why an order shall not be passed for furnishing security of Rs. 7,26,26,893/-.
11. The plaintiff is directed immediately served the copy of plaint, application and the documents to the defendant and to file affidavit of service on the next date fixed.

12. List the matter on 22nd July, 2025.

(Krishna Rao, J)

p.d/-