

In The High Court at Calcutta
[Commercial Division]
Original Side

IA NO. GA-COM/1/2024
In CS-COM/712/2024

SKIPPER LIMITED
Vs
PRABHA INFRASTRUCTURE PRIVATE LIMITED

BEFORE :
THE HON'BLE **JUSTICE ANIRUDDHA ROY**
Date :09th December, 2025.

Appearance :
Mr. Sayantan Bose, Adv.
Mr. ShounakMukhopadhyay, Adv.
Ms. Manisha Das, Adv.
... for the plaintiff.

Mr. Dilawar Khan, Adv.
Ms. Nidhi Bahal, Adv.
Mr. Ritoban Sarkar, Adv.
Ms. Apple Mughali Jima, Adv.
... for the respondents.

The Court :-Mr. ShounakMukhopadhyay, learned Advocate led by
Mr. Sayantan Bose, learned Advocate appear for the plaintiff.

Mr. RitobanSarkar, learned Advocate appears for the defendant.

The record shows that a sum of slightly above Rs.**40,00,000**(Forth Lakhs) has already been deposited by the defendant with the learned Registrar, Original Side of this Court. The same has been earning interest. The actual principal claim in the plaint is Rs.**40,67,102/-**. In addition, claim on account of interest is also there.

After hearing the parties, prima facie, it appears to this Court that the real dispute now lies on account of the quantum of interest. However,

this observation is totally without prejudice to the rights and contentions of the parties.

In view of the above, the defendant in writing shall send a proposal to the plaintiff as to what rate of interest they will be agreeable to pay, if a constructive settlement takes place between the parties. It is also made clear that, the said letter to be sent by the defendant shall not be construed as an admission of liability on the part of the defendant and the same shall be without prejudice to the rights and contentions of the defendant.

It is also made clear that, in the event the mutual settlement fails, the matter shall proceed on its merit in accordance with law.

The matter shall appear under the heading **‘To Be Mentioned’** on **January 7, 2026** for the limited purpose of ascertaining the status of the negotiation between the parties.

(ANIRUDDHA ROY, J.)

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