

In the High Court at Calcutta
Commercial Division
Original Side

IA No. GA-COM/3/2025
In CS-COM/712/2024

SKIPPER LIMITED
VS
PRABHA INFRASTRUCTURE PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE ANIRUDDHA ROY
Date : March 30, 2026.

Appearance:
Mr. Sabyasachi Choudhury, Sr. Adv.
Mr. Sayantan Bose, Adv.
Mr. Shounak Mukhopadhyay, Adv.
Ms. Manisha Das, Adv.
... for the plaintiff

Mr. Jayanta Sengupta, Adv.
Mr. Ritoban Sarkar, Adv.
Md. Dilawar Khan, Adv.
Mr. Apple Mughali Jimo, Adv.
... for the defendant

The Court : Mr. Shounak Mukhopadhyay, learned Advocate led by
Mr. Sabyasachi Choudhury, learned Senior Advocate appears for the
plaintiff.

Mr. Jayanta Sengupta, learned Advocate with Mr. Ritoban Sarkar,
learned Advocate appears for the defendant.

This is an application filed by the plaintiff, *inter alia*, praying for
the following reliefs:

- “a. Order(s) directing the Learned Registrar, Original Side, High Court at Calcutta to encash the fixed deposits created for the sums of Rs.15,00,000/-, Rs.12,00,000/- and Rs.13,00,000/- respectively, created pursuant to the orders of this Hon’ble Court, and to remit the sums received upon such encashment to the plaintiff/petitioner herein;*
- b. The Learned Registrar, Original Side, High Court at Calcutta be directed to accept counter security from the plaintiff/petitioner in the form of bank guarantee in a form approved by the Learned Registrar, Original Side for the sum of Rs.25,00,000/- sought to be withdrawn by the plaintiff/petitioner in terms of the prayer above;*
- c. Interim and Ad interim order(s) in terms of the prayers above;*
- d. Any other order(s) and/or direction(s) as this Hon’ble Court may deem fit and proper.”*

This application has been taken out on or about **December 1, 2025**.

Subsequently, on the application filed by the plaintiff being **IA No. GA-COM/1/2024**, this Court has passed its judgment and order dated **March 12, 2026** when a part decree for a sum of **Rs.12,00,000/-** has been passed **only** on account of **principal** and not on account of any interest.

Parties have confirmed that no appeal has been preferred from the said judgment dated **March 12, 2026**.

Paragraph 58 of the plaint shows that the principal claim made in the plaint is for a sum of **Rs.40,07,102.00/-**. The record shows that the entire principal claim has already been secured by the defendant and is lying with the Registrar, Original Side.

Considering the submissions made on behalf of the plaintiff and considering the case made out in the application, this Court is of the view that the said sum of **Rs.12,00,000/-** can be allowed to be disbursed in favour of the plaintiff on account of *protanto* satisfaction of the **principal claim** made in the plaint from the deposit lying with the Registrar, Original Side.

In view of the above, upon proper application/request being made by the learned Advocate on Record for the plaintiff, the Registrar, Original Side shall take all necessary steps with regard to the fixed deposit created by him for disbursing a sum of **Rs.12,00,000/-**, out of accrued amount to the plaintiff. The balance amount shall be again kept in a further fixed deposit account with the same bank and branch.

After this exercise is carried out by the Registrar, Original Side, he shall prepare a report with regard to the details of accounts with the supporting statements of the concerned bank and shall keep the said report in the original suit file.

Insofar as, the disbursement part is concerned, the Registrar, Original Side shall do the same on compliance of all formalities positively

within **six weeks** from the date of application/request to be made by the learned Advocate on Record for the plaintiff.

The concerned Bank shall also do the needful to carry out this order.

It is once again made clear that this disbursal be treated on account of **principal** only and **not on interest** in any manner, since the balance claim on account of principal and the entire claim on interest stand for trial.

The plaintiff further prays for release of the entire amount lying with the Registrar, Original Side in the fixed deposit account by furnishing an equivalent security in favour of the Registrar, Original Side.

Mr. Sabyasachi Choudhury, learned Senior Advocate appearing for the plaintiff submits that in a commercial suit, a commercial Court shall have to take a pragmatic view considering the fact that after the amount is allowed to be withdrawn then the plaintiff being a commercial entity can utilize the money in a more beneficial manner than earning interest by way of keeping it in a fixed deposit account.

Such point shall be considered on the next day.

The matter shall appear under the heading “**For Orders**” on **June 15, 2026**.

(ANIRUDDHA ROY, J.)

RS