

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

**IA NO. GA-COM/1/2025
In CS-COM/94/2025**

BINAY KUMAR AGARWAL
Vs
UNITECH FABRICATORS ENGINEERS PRIVATE LIMITED

BEFORE :
THE HON'BLE **JUSTICE ANIRUDDHA ROY**
Date : December 16, 2025.

Appearance :
Ms. Pooja Sah, Adv.
...for the plaintiff

The Court :- Affidavit of service filed in Court today is taken on record.

The affidavit shows; despite notice, the defendant is not represented.

Affidavit of service filed previously, on record, also shows that despite notice, the defendant was not represented.

The plaintiff has filed the suit claiming unpaid invoices amount on account of goods sold and delivered to the defendant.

The plaintiff states that the total invoices amount was for a sum of **Rs.24,49,243/-** of which the defendant has made part payment from time to time. The plaintiff now claims decree for a sum of **Rs.13,39,986/-** together with interest and consequential reliefs.

Ms. Pooja Sah, learned Counsel appearing for the plaintiff submits that the defendant had consumed the goods without raising any objection or demur whatsoever at any point of time.

After hearing the submissions made on behalf of the plaintiff and on perusal of records, it appears to this Court that the defendant has been avoiding the adjudication of this suit.

Prima facie, it appears that the defendant has consumed goods sold and supplied by the plaintiff but not paid the consideration. Learned Counsel for the plaintiff further informs this Court that the defendant was not represented in the mediation process and as such mediation failed.

In a commercial suit, the business relationship and jural relationship by and between the parties to the commercial transaction are to be strictly construed in the facts of the case.

Considering the conduct of the defendant, this Court is also of the view that the interest of the plaintiff, until the suit is adjudicated, also needs to be protected.

Accordingly, the defendant and/or its men, agents, servants, assignees shall be restrained by an order of injunction to operate both the bank accounts mentioned in **paragraph 28** to the petition without setting apart a sum of **Rs.30,00,000/-** to the credit of the suit.

There shall also be an order of injunction restraining the defendant/respondent and/or its men, agents, servants, assignees from dealing with and/or disposing and/or encumbering and/or creating any third party right, title and interest in respect of the immovable properties mentioned in **paragraph 29** to the petition in any manner whatsoever without leave of this Court.

In the event, first part of this order insofar as securing claim of the plaintiff is complied with, this Court may consider to modify or vacate the second part of the order of injunction concerning the immovable properties of the defendant.

The plaintiff shall serve a copy of this order upon the bank/banks for perusal of its branch authorities and a copy upon the defendant and shall file affidavit of service on the returnable date.

The matter shall appear under the heading **“New Motion”** in the **monthly list** of **March, 2026**.

(ANIRUDDHA ROY, J.)

Sbghosh