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ORDER SHEET

IA No.GA/1/2025

IN

CS/110/2025

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

PRATEEK TULSYAN & ANR.

VERSUS

GREENTECH IT CITY PRIVATE LIMITED & ORS.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 18th November, 2025.

Mr. Jishnu Chowdhury, Sr. Adv.
Mr. Varun Kothari, Adv.
Mr. A. Agarwalla, Adv.
Ms. D. Mukherji, Adv.
Ms. Priyanka Gorain, Adv.
For the plaintiffs/petitioners. .

Mr. Ratul Das, Adv.
Mr. Kamran Hossain, Adv.
Mr. Anand Dwivedi, Adv.
. . . for defendants/respondents.

The Court : This is an application by the plaintiffs *inter alia* seeking an order of injunction restraining the defendants/respondents from holding out or contending that the plaintiffs/petitioners are shareholders, directors or otherwise connected with the defendant/respondent no.1 company.

It is the case of the plaintiffs that upto a certain period of time the plaintiffs were directors and/or stake-holders in the defendant no.1 company. However, pursuant to certain arrangement between the plaintiffs and the defendant nos.2 and 3 the plaintiffs have relinquished their right and/or stakes in the defendant no.1. The plaintiffs say that they are no more liable for any act of the defendant no.1 post their relinquishment of

right. It is also the case of the plaintiffs that even though the plaintiffs have relinquished their right or divested them from the stake of defendant no. 1 several litigations are filed against the defendant no.1 involving the plaintiffs. The plaintiffs are often not given the information and as such, there is every likelihood of the plaintiffs being penalised for not being able to defend themselves. It is the further case of the plaintiffs that in the arrangement there is an indemnity clause by which the defendant nos.2 and 3 are to indemnify the plaintiffs for any action against the defendant no.1 for the period from when the plaintiffs have relinquished their right.

The defendant nos.2 and 3, on the other hand, say that whatever litigations have been filed against the defendant no.1, the defendant nos.2 and 3 have taken appropriate steps to defend the defendant company and as such, the interest of the plaintiffs are also protected. It is also the case of the defendants that in many a cases the plaintiffs are implicated as parties though they ought not to have been done so. The defendant nos.2 and 3 have been also taking steps in such regard and as such, there is no default on the part of the defendant nos.2 and 3 in providing the insulation available to the plaintiffs under the indemnity clause contained in the arrangement.

Be that as it may, at this stage after hearing the parties the only direction which can be passed is to direct the defendant nos.1, 2 and 3 to inform the plaintiffs in writing about the litigations involving the defendant no.1 wherein the plaintiffs have been implicated as parties or the plaintiffs are otherwise involved. The defendants, its men, agents and assigns should not also hold out to public at large that the plaintiffs are still involved with

the affairs of the defendant no.1. This interim order is passed as there is no dispute as to the version of the plaintiffs from the side of the defendants and the balance of convenience and inconvenience is in favour of the plaintiffs apart from having made out a prima facie case.

Let affidavits be exchanged.

Let affidavit-in-opposition be filed by 10th December, 2025; reply thereto, if any, be filed by 24th December, 2025. Let this matter appear in the monthly list of January, 2026 under the heading 'Adjourned Motion'.

(ARINDAM MUKHERJEE, J.)

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