

OD-21&22

CS/240/2022

IA No: GA/1/2022

IA No: GA/2/2022

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

ANUP JAISWAL & ORS.

VS.

ROHIT KEDIA

BEFORE :

The Hon'ble JUSTICE KRISHNA RAO

Date: 24th November, 2022.

Appearance:
Mr. Meghnad Dutta, Adv.
Mr. Arindam Paul, Adv.
... for the plaintiff/petitioner

ORDER

GA 1 of 2022

The plaintiffs have filed the instant application praying for ad interim injunction restraining the defendant from dealing with and for making any addition or alteration in the suit property. A tenancy agreement was executed between the plaintiffs and defendant on 04.08.2008 with respect of the suit

property. The monthly rate is fixed at Rs. 6,500/- inclusive of all outgoing but except any increment, if there any, in Municipal and Corporation Taxes. At percent, the monthly rent of the suit property is Rs. 12,000/- per month. On 24.02.2022, the plaintiff had issued notice under Section 106 of the TP Act calling upon the defendant to quit, vacate and deliver the vacant and khas possession of the premises to the plaintiff. Even after received of the legal notice, the defendant had neither sent any reply nor had vacated any premises.

The plaintiff submits that instead of vacating the suit preemies, the defendant had making addition/alteration in the suit property without any consent of the plaintiff and also causing substantial damage in the suit property. The plaintiff further submits that the defendant had also let out a major portion of the suit property to the third party and the plaintiff also came to know the defendant is trying to transfer the remaining portion of the property to the third party in lieu of hefty consideration.

Considered the submission made by the Counsel for the plaintiff, document enclosed in the application, this Court finds that on 04.04.2008, a Tenancy Agreement was executed. The defendant had made addition/alteration in the suit property without the consent of the plaintiff and the defendant had also let out some portion of the suit property to the third party, who is one of the tenant of the adjacent to the suit property and the defendant had also demolished the common brick wall between of the suit property and the area of

the adjacent plot holder. It is also find that the defendant is also trying the sublet/transfer the remaining suit property to the third party.

This Court finds that the plaintiff has made out a good prima facie case in his favour and balance of convenience and inconvenience are also in favour of the plaintiff. If, at this stage an ad interim order of injunction is not passed, there is every apprehension that the plaintiff will suffer irreparable loss and injury.

In view of the above, an ad interim order is passed by restraining the defendant from making any addition/alteration and creating any third party interest over the suit property till 20.12.2022. The plaintiff is directed to take appropriate steps in compliance of Order 39 Rule 3 (a) and (b) of the Code of Civil Procedure.

GA 2 of 2022

Plaintiffs have filed the instant application for appointment of Receiver for taking possession of the suit property and for collecting of rent. This Court finds that before passing any order in the instant application, an opportunity is to be given to the defendant. The plaintiffs are directed to serve notice upon the defendant.

Let, the matter appear on 20.12.2022.

(KRISHNA RAO, J.)

p.d/