

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

In CS/312/2015
IA NO. GA/2/2026

YOGI SEAWAYS PVT LTD
Vs
THE BOARD OF TRUSTEES FOR THE PORT OF
KOLKATA

BEFORE:
THE HON'BLE JUSTICE SUGATO MAJUMDAR
Date: 31st July, 2026

Appearance:
Mr. Sonal Shah, Adv.
Mr. Kushagra Shah, Adv.
...for the Plaintiff.

Mr. Saunak Mukhopadhyay, Adv.
Ms. Harshita Purohit, Adv.
...for the Respondent.

The Court: GA 2 of 2026 is filed by the Plaintiff, praying for passing direction to replace the existing fixed deposit, kept with the Learned Registrar, Original Side, with a bank guarantee in terms of the draft as may be forwarded by the Learned Registrar, Original Side for the sum contemplated in the Order dated 29th July, 2015 passed by a Co-ordinate Bench, along with consequential prayers.

The Plaintiff is the owner of a vessel named M.V. Andaman Fortune. The said vessel was subjected to repair by the Defendant at their dry dock on 22nd August, 2007. After repair of the same was undocked on 20th November, 2007. A demand was made by the Defendant and the Plaintiff was directed to deposit a further sum of

Rs.17,61,823/- within 48 hours. A writ petition was filed which was disposed of unfavourably to the Plaintiff. An appeal was preferred before the Division Bench wherein the Division Bench directed the Plaintiff to furnish an amount of Rs.3,32,530/- to the Defendant and directed further to deposit a sum of Rs.14,29,293/- by 7th July, 2008 with the Learned Registrar, Original Side with a direction to invest the sum in a fixed deposit scheme in any nationalized bank for the duration of pendency of the original writ petition, subject to further orders as may be passed. Subsequently, in terms of an Order dated 29th July, 2015, a Single Bench in exercising writ jurisdiction, in continuation of hearing of writ application directed the Plaintiff, the writ petitioner therein, to furnish a bank guarantee representing the principal sum of Rs.14,29,293/- together with interest for a period lying as on that date with the Learned Registrar, Original Side, after deducting the Registrar's commission and granted liberty to withdraw the said liquid amount with interest which had been deposited under Registrar, Original Side. The sum of money was supposed to be released by the Learned Registrar, Original Side on proof of furnishing bank guarantee.

It was further directed that a senior officer shall be appointed to look into the disputes between the parties who should pass reasoned order within two months of communication of the order. Had the Plaintiff been aggrieved by the order, the later could approach a civil court to institute a suit.

A subsequent query was answered by the Learned Registrar, Original Side dated 29/03/2017, specifying the amount of bank guarantee to be furnished for encashment of term deposit which stood at Rs.25,37,794/-. In terms of a letter dated 13th April, 2017, the Counsel for the Plaintiff communicated its willingness to furnish a bank guarantee and requested the Defendant to send a draft bank guarantee but the Defendant did not respond to.

Various communications were made between the parties. Presently, the Plaintiff have come with this application with a prayer to furnish the bank guarantee to the tune of Rs.14,29,293/- in compliance with the Order dated 29/07/2015 and withdraw the money presently lying with the bank.

In affidavit-in-opposition, filed by the Defendant, contentions were strongly denied asserting therein that the Order dated 13th July, 2015 had lost its force in view of subsequent orders and efflux of time. The Order dated 29th July, 2015 speaks for itself and a meaningful reading of such an order clearly evinces that the same was passed in a time bound manner. The Plaintiff failed to comply with such order and the order lost its force by efflux of time.

I have heard rival submissions of the Learned Counsel for both the parties.

Plaintiff was directed to furnish bank guarantee. It is averred in the petition that several correspondences were made and the Defendant was asked to furnish draft bank guarantee. Eleven years elapsed, bank guarantee has not been furnished by the Plaintiff for this or that reason. The Plaintiff has now come to this court showing its anxiety and eagerness to comply with an order passed eleven years ago. There is no apparent reason why the Plaintiff shall be allowed to carry out the order which have been passed so many years ago. Furthermore, keeping the sum deposited has not caused any prejudice to the Plaintiff. Therefore, this Court is of opinion that the prayer cannot be entertained and the applications stands dismissed.

The suit will appear in the list for framing of issues on 23rd September, 2026.

(SUGATO MAJUMDAR, J.)