

28th February,
2022
(AK)
01

**CPAN 373 of 2021
In
WPA 21382 of 2019**

(Via Video Conference)

M/s. Sarkar Products and Trading Private Limited and
another
Vs.
Shailendra Kumar and another

Mr. Ishan Saha
Mr. Aishwarya Kumar Awasthi
...for the petitioners.

Mr. Bishwambhar Jha
...for the alleged contemnors.

Pursuant to the order dated February 21, 2022, two bank drafts are handed over by learned counsel appearing for the respondent-Bank to learned counsel appearing for the petitioners, who accepts the same on behalf of the petitioners.

The first bank draft drawn on the Central Bank of India, Raiganj Branch, District-North Dinajpur is numbered 132894 and is dated February 7, 2022. The amount of the said bank draft is Rs.99,98,483.18p (Ninety Nine Lakh Ninety Eight Thousand Four Hundred Eighty three and Eighteen Paisa).

The other draft, carrying the same details except that the number is 132895, is for the amount of Rs. 1,28,35,000/- (One Crore Twenty Eight Lakh Thirty Five Thousand) only.

Learned counsel for the Bank reiterates that such payment would tantamount to full and final payment in terms of the order passed by the DRAT.

However, such contention is controverted by learned counsel appearing for the petitioners, who claims that the interest payable was at a compound rate, whereas the bank has paid the same apparently at a simple rate.

CPAN 373 of 2021 is disposed of accordingly, with the observation that the Bank has made the aforementioned payments to the petitioners.

However, it is made clear that the above handing over of bank drafts is without prejudice to the rights and contentions of the parties insofar as the conflicting demands of the petitioners and the Bank, with regard to the rate of interest payable.

It is made clear that this court has not gone into the merits of the said contention between the parties and it will be open to both parties to argue their respective contentions in that regard before the appropriate forum.

There will be no order as to costs.

Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)