

Item No. 23  
22.08.2023  
Court. No. 19  
GB

C.O. 1584 of 2023

Sri Vinay K. Nigania & Ors.  
Vs.  
Major Tapas Chakraborty & Anr.

*Mr. Pronit Bag,*  
*Mr. Rahul Poddar,*  
*Ms. Shrayasi Dhang*

*...for the Petitioners.*

*Mr. Debdutta Saha,*  
*Ms. Pooja Jewrajka*

*...for the Opposite Party No.2.*

The petitioners seek judgment upon admission. Accordingly, the petitioners filed an application under Order 12, Rule 6 of the Code of Civil Procedure.

The learned court below rejected the said application on the ground that in the written statement there was no clear, unambiguous, unequivocal or unconditional admission of the financial liability of the defendant no.1. The plaintiffs filed the suit for recovery of the money amounting to Rs.30,00,000/-.

According to the defendant no.1, the deed of cancellation of the agreement was a contingent contract subject to fulfilment of certain conditions against which the cheque amount of Rs.30,00,000/- was issued. Thus, the defendant no.1 categorically denied the contention of the plaintiffs.

The learned court below found that there was no admission for that matter in the written statement which would allow the court to pass the judgment upon admission.

It appears that the suit is proceeding ex parte. Affidavit-of-service is filed in Court today. None appears on behalf of the defendant no.1.

Under such circumstances, if the defendant no.1 has not proceeded before the learned court below for removal of the suit from the ex parte board, the learned court below shall dispose of the suit within a period of three months from date of communication of this order, upon expeditiously completing the witness action.

Accordingly, the revisional application is disposed of.

This order be communicated to the opposite parties by registered post with acknowledgement due.

Urgent photostat certified copy of this order, if applied for, be given to the parties on priority basis.

**(Shampa Sarkar, J.)**