

15.09.2023
SL No.1
Court No.8
(gc)

CRC 2 of 2023
In
FMAT 554 of 2021

Aklima Begam
Vs.
Md. Nasim Siddiqui

Mr. Partha Pratim Roy,
Mr. Sarbananda Sanyal
...for the Petitioner.

Mr. Sourav Sen,
Mr. Madan Mohan Roy,
Mr. Amit Kumar Raidani
...for the alleged contemnor.

1. An unregistered lease agreement appears to have been entered into between the alleged contemnor and one Shimla Restaurant Pvt. Ltd. is placed before this Court. In addition to this, fire licence and required licence issued under Food Safety and Standards Authority of India Act, 2006 have been disclosed.
2. It appears that before the interim order was passed, the lease agreement was entered into between the alleged contemnor and the said Restaurant. However, during the period when the interim order was not in operation, the other licences were obtained.
3. In view of the aforesaid, we dispose of this application by directing the alleged contemnor to deposit Rs.15,00,000/- (Rupees Fifteen Lakhs) to the credit of the suit within two weeks from date.

4. The alleged contemnor, Md. Nasim Siddiqui shall deposit 50% of the monthly rent by way of civil deposit month by month without prejudice to the rights and contentions of the parties till the disposal of the suit.
5. In default, the petitioner shall be entitled to apply for appointment of Receiver and all consequential reliefs before the learned Trial Judge.
6. The learned Trial Judge is directed to invest the said amount in a short-term fixed deposit yielding highest return preferably with a nationalized bank till the disposal of the suit.
7. Accordingly, the contempt application stands disposed of.
8. The Rule stands discharged.

(Ajoy Kumar Mukherjee, J.)

(Soumen Sen, J.)