

01.08.2023
SL No.6
Court No.8
(gc)

**FMAT 483 of 2022
CAN 1 of 2022
CAN 2 of 2023**

**Rubicon Builders LLP
Vs.
Motijug Agencies Limited & Ors.**

Mr. Abhrajit Mitra, Sr. Adv.,
Mr. Satadeep Bhattacharyya,
Mr. Uttam Sharma
...for the Appellant.

Mr. Subhankar Nag,
Mr. Dwaipayan Basu Mallick,
Mr. Avishek Guha,
Ms. Akansha Chopra,
Mr. Rajiv Kumar,
...for the Respondents
Nos.1,2,3,4 & 6.

1. By consent of the parties, the appeal and the applications are treated as on the day's list and disposed of by this common order.
2. This appeal is arising out of an order of refusal to grant an ex parte ad-interim order. It appears that the Regular Bench had admitted the appeal with an interim order passed on 12th December, 2022 and the said interim order was extended from time to time. The interim order was last extended on 6th July, 2023 for a period of four weeks.
3. The learned Counsel for the respondents excluding the respondent No.5 has fairly submitted that the matter may be

remanded to the Trial Court for a fresh consideration leaving all points open with the interim order.

4. The respondents shall file their affidavit-in-opposition to the injunction application within two weeks from date. Reply thereto, if any, within two weeks thereafter.
5. Upon completion of the affidavits, we request the learned Trial Court to dispose of the injunction application by 15th December, 2023 without granting any adjournment to either of the parties unless there are compelling circumstances justifying the adjournment.
6. We make it clear that all points are left open to be decided by the learned Trial Court.
7. The learned Trial Judge shall not be influenced by any observation made at the time of granting the interim order.
8. The interim order shall continue till the disposal of the injunction application.
9. With the aforesaid observation, the appeal and the connected applications are, accordingly, disposed of.
10. However, there shall be no order as to costs.

11. Urgent Photostat certified copy of this order, if applied for, be given to the parties on usual undertaking.

(Uday Kumar, J.)

(Soumen Sen, J.)