17-05-2024
Item no.2 & 3
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
(Commercial Division)

CAN No.3 of 2022
with
CAN NO.4 of 2023
and
CAN No.5 of 2024
with
CPAN No.449 of 2022
arising out of
FMAT No.7 of 2022
A & C Global Infra Project Limited
-vs-
Ram Parbesh Singh

Mr. Ahin Chowdhury, sr. adv.
Mr. Jyoti Singh
Mr. Surya Prasad Chatterjee
Mr. Rakesh P. Shaw ...for the appellant

Mr. Anubhav Sinha
Ms. S. Barman Roy ...for the respondent/
CAN 3 of 2023

Mr. Himangshu Kumar Dey ...Receiver in person

We finally disposed of the appeal long ago on 17th January 2022. On such disposal the court only retained the power to implement its order or to punish any person committing breach of the order in contempt.

We have considered the three applications before us – CAN No.3 of 2022, CAN No.4 of 2023 and CAN No.5 of 2024.

It is common ground that the said judgement and order dated 17th January 2022 has been fully worked out. Only the respondent has not taken Rs.1 crore which was required to be returned to him by the Receiver on fulfilment of the terms and conditions of the said order.

They have been fulfilled.

The Special Officer shall immediately hand over Rs.1 crore to the respondent, on encashment of the term deposit by 24th May 2024.

Our judgement and order dated 17th January 2022 provided that any accrued interest would have to be remitted to the appellant. Here, Mr Sinha, learned advocate appearing for the respondent, submits that for this long period his client was deprived of Rs.1 crore. At least part of the interest should be remitted to his client. We are unable to agree.

First of all, the Receiver states that the respondent never came forward to take the money. Secondly, there was no contemporaneous application by the respondent before the court that because of the delay in handing over Rs.1 crore to him he was being deprived of interest and some part of the interest should be paid to him. Thirdly, grant of interest to the respondent at this stage would amount to making a material change in or modification of the judgement and order dated 17th January 2022.

In those circumstances, after paying Rs.1 crore to the respondent, the Receiver will appropriate 3000 GMs towards his final remuneration and remit the balance amount of interest to the appellant by 24th May 2024.

Further, Mr Sinha argues that the said judgement and order dated 17th January 2022 extinguished certain rights of the appellant and granted certain rights to his client. The appellant had been acting or proceeding with litigation in violation of such determination.

We cannot make any clarification about those alleged rights. It is up to the respondent to assert his rights, if any, on the basis of the said judgement and order dated 17th January 2022 in any forum or jurisdiction or authority where or before whom such alleged denial of rights is made.

We make similar observations with regard to the rights asserted by the appellant to have been acquired by the said judgment and order.

The Receiver shall stand discharged upon filing a short report with accounts with the Registrar General by 24th May 2024.

The manager, Standard Chartered Bank, 6, Church Lane, Kolkata, shall comply and render all assistance to the Receiver and the partiers for compliance of this order.

The applications - CAN No.3 of 2022, CAN No.4 of 2023 and CAN No.5 of 2024 – are thus disposed of.

The contempt application (CPAN No.449 of 2022) is also disposed of.

[I.P. Mukerji, J]

[Aniruddha Roy, J]