

22.09.2025
SL No.17
Court No.1
(gc)

**FMAT 68 of 2025
CAN 1 of 2025
CAN 2 of 2025**

**Manish Maloo
Vs.
Shri Mainak Ghosh & Ors.**

Mr. Nikunj Belia,
Mr. Varun Kothari,
Mrs. Urvashi Jain

...for the Appellant.

1. The learned Counsel for the plaintiff/appellant submits that the letter dated 9th December, 2020 issued by the defendant no.1 in the letter head, Model Engineering E.P.C. is the complete agreement between the parties and apart from the said letter there is no other agreement governing the relationship between the parties.
2. The learned Trial Court refuses to pass ad-interim order as the learned Trial Court was of the view that the plaintiff neither produced the original or photocopy of any document of the agreement between him and the father of the defendant nor any document of contract in between him and the father of the defendant in respect of sale of the suit property. The plaintiff, however, produced the photocopy of the letter of offer.
3. If the said letter can be construed to be an agreement between the parties in absence of any

challenge being shown to the letter, the Court should treat the letter to be as correct at the ad-interim stage. Moreover, if the plaintiff is relying upon a letter as an agreement for sale, it attracts stamp duty. In the event the Court finds urgency, the Court may in appropriate cases grant ad-interim order subject to the plaintiff fulfilling requirements under the Indian Stamp (West Bengal Amendment) Act, 1984 as the letter should be treated as conveyance and would attract the stamp duty of conveyance under the under the Indian Stamp (West Bengal Amendment) Act, 1984. However, this is for the learned Trial Court to pass such appropriate direction if the Court is of the view that the appellant is able to make out a case for ad-interim prayers and may impound the said document with appropriate directions.

4. The learned Counsel appearing on behalf of the appellant submits that the original letter dated 9th December, 2020 shall be produced before the learned Trial Court on the adjourned date.
5. It would be open for the plaintiff to renew the prayer for injunction upon being satisfied that in spite of notice, the respondents are not represented.

6. Accordingly, the appeal and the applications are disposed of.
7. However, there shall be no order as to costs.
8. Urgent Photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all necessary formalities.

[Soumen Sen, C.J. (Acting)]

(Apurba Sinha Ray, J.)