

**IN THE HIGH COURT AT CALCUTTA
CIVIL REVISIONAL JURISDICTION
APPELLATE SIDE**

Before:

The Hon'ble Justice Hiranmay Bhattacharyya

C.O. 757 of 2025

With

C.O. 1150 of 2025

The Indian Football Association, West Bengal & Anr.

Versus

Diamond Harbour Football Club & Ors.

For the Petitioner

: Mr. Surajit Nath Mitra, Sr. Adv.
Mr. Debjit Mukherjee, Adv.
Mr. Meghjit Mukherjee, Adv.
Ms. Srijeeta Gupta, Adv.

For the Opposite Parties

: Mr. Probal Mukherjee, Sr. Adv.
Mr. Aniruddha Chatterjee, Sr. Adv.
Ms. Amit Kr. Nag, Adv.
Mr. Partha Banerjee, Adv.

Reserved on : 01.07.2025

Judgment on : 19.09.2025

Hiranmay Bhattacharyya, J.:-

1. CO 757 of 2025 is at the instance of the defendant no. 1 and is directed against an order being no. 2 dated 19.02.2025 passed by the learned District Judge-in-Charge, 24 Parganas (South) at Alipore in Misc. Appeal No. 43 of 2025.
2. By the order impugned the petitioners and the proforma opposite parties were restrained from declaring and announcing the East Bengal Football Club as Champion of the Premier Division of Calcutta Football League,

2024-25 till March 19, 2025. The aforesaid interim order was subsequently extended by an order dated 19th March 2025 which is under challenge at the instance of the petitioners in CO 1150 of 2025.

3. Since the aforesaid orders arise out of the Misc. Appeal No. 43 of 2025 and common questions of law and fact would arise for consideration in these Civil Revision Applications the same were heard analogously and are being decided by this common order.
4. The opposite party no. 1 herein filed a suit for declaration that the match scheduled on February 13, 2025 by and between the plaintiff i.e., Diamond Harbour Football Club and East Bengal Football Club be declared as cancelled and for permanent injunction restraining the defendants from declaring the East Bengal Football Club as Champion of the Premier Division of the Calcutta Football League 2024-25 and for other consequential reliefs.
5. The case made out in the plaint in a nut shell is as follows.
6. Indian Football Association, West Bengal is the Football Association of West Bengal affiliated with the All India Football Federation. The said association organizes tournaments such as Calcutta Football League. The plaintiff participated in the Premier Division of the Calcutta Football League of 2024-25 and also participated in the Reliance Foundation Development League and was placed in the third position after Mohun Bagan Super Giants Football Club. Owing to the tight fixture of matches of the plaintiff, it was unlikely that, the plaintiff would be able to compete with the best available team in the said championship. One of the crucial matches of the plaintiff was fixed on 13.02.2025 against East Bengal Football Club and the next match had been fixed on 18.02.2025. However, on 14.02.2025, the plaintiff had to play one of the matches in the Reliance Foundation Development League and another match of the I-league which was scheduled on 16.02.2025. The plaintiff states that within a span of six days the plaintiff had to play four crucial matches and since football is a body contact game

and needs extreme physical strength, back to back matches within such a short period would have been detrimental for the plaintiff's fate in the championship. It was alleged that the plaintiff had intimated the said fact to the defendant no. 1 association by a letter dated 05.01.2025 with a request to reschedule the match dated 13.02.2025 and 18.02.2025, but in vain. It was further alleged that on 10.02.2025, after lapse of one month, the defendant association sent a reply and refused to reschedule the match of the plaintiff. It is the further case of the plaintiff that owing to unavailability of the best players for the team on 13.02.2025, the plaintiff refrained from participating in the said match. It has been alleged by the plaintiff that though initially it was informed that the said match would be cancelled, later the plaintiff was informed that no such decision was taken and there was every possibility that the point of the said match would be awarded to East Bengal Football Club and it would be declared as champion. On the aforesaid ground the opposite party no. 1 herein filed the instant suit.

7. After filing the said suit the opposite party no. 1 filed an application under Order 39 Rule 1 and 2 of the Code of Civil Procedure praying for an order of temporary injunction restraining the defendant/petitioners and the proforma opposite parties from declaring the East Bengal Football Club as Champion of the Premier Division of Calcutta Football League 2024-25 and further restraining the petitioners and the proforma opposite parties from deciding the fate of the match fixed on 13.02.2025 till the disposal of the suit and further restraining the defendants/petitioners and the proforma opposite parties from continuing with the match scheduled on 18.02.2025.
8. The learned Trial Judge, by an order dated 17.02.2025, rejected the prayer for ad interim injunction. Being aggrieved by the said order plaintiff/opposite party no. 1 preferred the Misc. Appeal being no. 43 of 2025.
9. In the Misc. Appeal, the plaintiff/opposite party no. 1 herein filed an application for injunction and prayed for an ad interim order of injunction. The learned District Judge-in-charge, 24 Parganas (South) at Alipore, by an

order being no. 2 dated 19.02.2025, allowed the prayer for ad interim injunction and passed an order restraining the petitioners and the proforma opposite parties herein from declaring and announcing the East Bengal Football Club as champion of the Premier Division of the Calcutta Football League 2024-25 for a limited period. The said ad-interim order was extended by a subsequent order which is also under challenge in a separate Civil Revision Application.

10. Mr. Surajit Nath Mitra learned Senior advocate contended that the learned judge of the First Appellate Court passed an ad interim order of injunction by an order dated 17.02.2025 without recording any reasons in support thereof. He further contended that the learned Trial Judge by a well- reasoned order refused to pass an ad interim order of injunction. He contended that when the learned Trial Judge refused to pass an ad interim order of injunction by a speaking order, the learned judge of the Appellate Court ought not to have interfered with such order by taking a different view. Mr. Mitra further contended that the letter dated 5th January 2025 was never served upon the petitioner. He contended that an e-mail was sent only on 7th February 2025 at 8:30 PM which was duly replied to by the petitioner no. 1 on 10th February 2025. He further contended that the match of RFDL league scheduled on 14th February 2025 was postponed and such fact was intimated to the opposite party no. 1 on 12th February 2025. He further contended that the petitioner communicated its decision that it would not be possible to postpone the match fixed on 13.02.2025 well before the match fixed on 13.02.2025. He, therefore, contended that in view of postponement of RFDL fixed on 14.02.2025 the plaintiff did not have any cause of action to institute the instant suit. He further contended that the opposite party no. 1 claimed relief against the East Bengal Football Club and therefore, the East Bengal Football Club was a necessary party in the instant suit. He further contended that since East Bengal Football Club was not impleaded as a party defendant, the instant suit is liable to be dismissed on the ground of non-joinder of necessary party. He, therefore, submitted

that the learned judge of the Appellate Court without appreciating the aforesaid facts passed an ad interim order of injunction.

11. Mr. Mitra, learned Senior Advocate for the petitioner placed reliance upon a decision of the Hon'ble Orissa High Court in the case of **Jamuna Beharani vs. Patarla Polayya Desibehera reported at AIR 1977 Orissa 119**, in support of his contention that non joinder of a necessary party strikes at the root of maintainability of the suit.
12. Mr. Mitra also placed reliance upon a judgment delivered on **March 5, 2025**, by the Hon'ble Division Bench in **FMA 300 of 2025** in the case of **Kishan Bhartia vs. Pawan Bhartia** and other in support of his contention that the appellate Court shall not substitute its own views for that of the learned trial judge merely because another view is possible.
13. Mr. Mukherjee learned Senior Advocate appearing for the opposite party no. 1 submitted that owing to the tight schedule of the matches which were one of the crucial matches which the opposite party no. 1 had to play, the opposite party no. 1 requested the petitioner by e-mail dated 7th February 2025 to re-schedule the matches fixed on February 13 and 18, 2025, as the opposite party no. 1 had to play two other matches in between on 14th February 2025 and 16th February 2025. He further submitted that the petitioner replied to the e-mail dated 07.02.2025 only on 10.02.2025 and the opposite party no. 1 replied to the letter dated 10.02.2025 and further requested re-scheduling of the match fixed on 13.02.2025. He further submitted that the petitioner by a letter dated 12.02.2025 replied to the letter of the opposite party no. 1 declining the request of the opposite party no. 1. Mr. Mukherjee further contended that on 18.02.2025 petitioner issued a notice calling for a meeting on 20th February 2025 to discuss the letter received from the opposite party no. 1 on 18.02.2025. The opposite party no. 1 placed the said letter 18th of February 2025 before the learned District Judge, Alipore by way of firisti at the time of the hearing of the appeal at 19.02.2025 and the learned District Judge after considering the said document passed by the opposite party no. 1 was pleased to grant an

order of temporary injunction till 19.03.2025. Mr. Mukherjee further contended that the injunction was sought for against the Indian Football Association who conducts the football matches. The grievance of the petitioner is against the match fixed on 13th and 18th of February 2025. He further contended that the petitioner did not raise any objection either in the Civil Revision Application or before the learned Trial Judge or in the Misc. Appeal that the suit is bad for non-joinder of East Bengal Football Club as a party defendant. Mr. Mukherjee placed reliance upon a decision of the Hon'ble Supreme Court in the case of **Radhey Shyam v. Chhabi Nath**, reported at **(2009) 5 SCC 616** in support of his contention that the High Court under Article 227 of the Constitution of India can interfere only in exceptional cases when manifest miscarriage of justice has been occasioned. He further placed reliance upon a decision of the Hon'ble Supreme Court in the case of **Shalini Shyam Shetty v. Rajendra Shankar Patil** reported at **(2010) 8 SCC 329** in support of his contention that the High Court under Article 227 of the Constitution of India cannot act as the Court of appeal over the orders of the Court or Tribunal subordinate to it. Mr. Mukherjee further placed reliance upon a decision of the Hon'ble Supreme Court in the case of **Church of Christ Charitable Trust & Educational Charitable Society v. Ponniamman Educational Trust** reported at **(2012) 8 SCC 706** in support of his contention that objection that non-joinder of necessary party should be taken in the trial court itself so that the plaintiff may have the opportunity to rectify the defects.

14. Mr. Mukherjee further contended that the opposite party no. 1 filed an application for addition of East Bengal Football Club as a party defendant before the learned Trial Judge on 20.06.2025 and the said application is kept with the record. He further contended that the petitioner has not yet communicated its decision with regard to the prayer contained in the letter dated 18.02.2025 and the same is still under consideration. Mr. Mukherjee concluded by submitting that this Hon'ble Court should direct the learned District Judge to hear out and dispose of the Misc. Appeal.

15. Heard the learned advocates for the parties and perused the materials placed.
16. Grant of an interim order of injunction is a discretionary remedy and the Court while exercising its judicial discretion has to consider whether the person seeking temporary injunction has made out a strong prima facie case to go for trial; whether the balance of convenience is in favour of the party applying for injunction or that it would cause greater inconvenience to him if injunction is not granted than the inconvenience which the other side would be put to if injunction is granted and whether the person seeking injunction would suffer irreparable loss and injury.
17. Prima facie case does not mean that the party applying for injunction would succeed in the suit. It would suffice if the party applying for injunction can demonstrate that he has a fair question to raise as to the existence of the legal right which he claims and that there is an actual or threatened violation of that right.
18. The opposite party no. 1 herein claims to be among the top contenders for the Premier Division of Calcutta Football League 2024-25 (for short "CFL"). The opposite party no. 1 further claims to have participated in Reliance Foundation Development League (Eastern Region) (for short "RFDL"). The case made out by the opposite party no. 1 is that after playing equal number of matches, opposite party no. 1 and the East Bengal Football Club have scored equal points but due to goal difference, the opposite party no. 1 at the relevant point of time was standing in the third position. One of the crucial matches in the said CFL is against East Bengal Football Club which was fixed on 13.02.2025 and the next match of the plaintiff in the said championship has been fixed on 18.02.2025. The opposite party no. 1 had to play one of the matches of RFDL on 14.02.2025. The opposite party no. 1 has another match of I-league second session scheduled on 16.02.2025.

19. Since opposite party no. 1 had to play four crucial matches within a span of six days, the opposite party no. 1 claims to have requested the petitioner Association, by a letter dated 05.01.2025, to reschedule the match dates of the opposite party no. 1 which were fixed on 13.02.2025 and 18.02.2025. The opposite party no. 1 alleged that the petitioner Association intentionally sat tight on the letter dated 05.01.2025 and only on 10.02.2025 (i.e., after more than one month from the date of the letter sent by the opposite party no. 1) had sent a reply to the letter of the opposite party no. 1.

20. Petitioner refused to reschedule the matches of the opposite party no. 1 of CFL, which compelled the opposite party no. 1 to file the instant suit.

21. The opposite party no. 1 prayed for declaration that the match which was scheduled on 13.02.2025 by and between the opposite party no. 1 and East Bengal Football Club be declared as cancelled and for permanent injunction restraining the petitioner Association from continuing with the match scheduled on 18.02.2025 and for permanent injunction restraining the petitioner Association from declaring the East Bengal Football Club as champion of the CFL 2024-25.

22. After going through the averments made in the plaint and the injunction application, this Court finds that the grievance of the opposite party no. 1 against the petitioner Association is that such Association after sitting tight over the request made by the opposite party no. 1 to reschedule the matches fixed on 13.02.2025 and 18.02.2025 rejected such prayer by issuing a letter dated 10.02.2025 i.e., after more than one month from the request made by the opposite party no. 1 through the letter dated 05.01.2025.

23. The ground on which the opposite party no. 1 prayed for rescheduling the matches fixed on 13.02.2025 and 18.02.2025 is that the opposite party no. 1 has to play other matches of other tournaments in the meantime and

within a span of six days the opposite party no. 1 has to play four crucial matches.

24. The prayer for rescheduling the match fixed on 13.02.2025 was rejected by a letter dated 10.02.2025. The petitioner Association in the said letter dated 10.02.2025 gave detailed reasons for rejection of the prayer for rescheduling the match fixed on 13.02.2025. It was also stated in the said letter that it is ideal to have a gap of at least two days between two matches which the petitioner Association has followed throughout CFL season but it is not mandatory as per the norms. In reply to the letter dated 10.02.2025, the opposite party no. 1, by another letter dated 11.02.2025, had reiterated their request for rescheduling of the matches. The opposite party no. 1 issued another letter dated 12.02.2025 informing the petitioner Association that they will not be able to participate in the CFL match scheduled on 13.02.2025 as they were not provided with the minimum required 24 hour window to practice, train and prepare for the match. The said letter dated 12.02.2025 was duly replied by the petitioner Association by a letter dated 12.02.2025.

25. In the letter dated 12.02.2025 it was specifically stated that the fixture for CFL match fixed on 13.02.2025 was provided on 20.01.2025. It was further stated in the said letter that the letter issued by the opposite party no. 1 dated 05.01.2025 was received by the office of the petitioner association via an e-mail on 07.02.2025. It was further stated therein that the petitioner association had requested the RFDL authorities for postponement of the match of the opposite party no. 1 on 14.02.2025. The petitioner association by the letter dated 12.02.2025 with regard to postponement of RFDL match scheduled on 14.02.2025 informed the opposite party no. 1 that the RFDL match between the opposite party no. 1 and Mohun Bagan Super Giants scheduled on 14.02.2025 in Barrackpore stadium has been postponed.

26. The reasons cited for rescheduling of the match fixed on 13.02.2025 is that the RFDL match of the opposite party no. 1 is fixed on 14.02.2025. In

view of the postponement of the RFDL match fixed on 14.02.2025, it prima facie appears that the grievance of the opposite party no. 1 that they will have to play two matches within a period of 24 hours of each other stood redressed.

27. It has been stated in the plaint that the cause of action for the suit arose on and from 12.02.2025 when the defendant petitioner communicated its decision by a letter dated 12.02.2025 which was forwarded to the opposite party no. 1 through an e-mail dated 12.02.2025 at around 6:19 PM thereby rejecting the prayer of the opposite party no. 1 to reschedule the match fixed on 13.02.2025 and rejecting the prayer for rescheduling the match fixed on 18.02.2025.

28. It has been alleged in the plaint and the injunction application that the opposite party no. 1, by a letter dated 05.01.2025, requested the petitioner association to reschedule the matches of CFL fixed on 13.02.2025 and 18.02.2025 and has alleged that the petitioner sat tight over such prayer for more than one month and had sent a reply only on 10.02.2025.

29. However, it is evident from the letter dated 12.02.2025 which was annexed as Annexure E to the injunction application that the letter dated 05.01.2025 was received by the office of the petitioner association via e-mail only on 07.02.2025.

30. Upon a query of the Court, the learned senior advocate appearing for the opposite party no. 1 could not produce any material to show that the letter dated 05.01.2025 was served upon the petitioner association on any date prior to 07.02.2025. Thus the allegation of the opposite party no. 1 that the petitioner association intentionally sat tight over the letter dated 05.01.2025 and replied after more than one month from the date of the said letter is without any basis.

31. The opposite party no. 1 herein also did not disclose in the injunction application the date when the fixture for CFL match of 13.02.2025 was provided to the opposite party no. 1. The specific stand of the petitioner

association in the letter dated 12.02.2025 that the fixture for the CFL match of 13.02.2025 was provided to the opposite party no. 1 on 20.01.2025 has also not been disputed by the opposite party no. 1 in the injunction application.

32. Thus, the prayer for rescheduling the match on 13.02.2025, the fixture for which was provided to the opposite party no. 1 as far back as on 20.01.2025, was made for the first time only on 07.02.2025 i.e., only six days prior to the said match. 07.02.2025 was a Friday and on the following Monday i.e., on 10.02.2025 the petitioner association communicated its decision about the rejection of the prayer for rescheduling of the match fixed on 13.02.2025.

33. The opposite party no. 1 thereafter sent letters on 11.02.2025 and 12.02.2025 reiterating the prayer for rescheduling the match fixed on 13.02.2025 which was duly replied to by the petitioner association by the letter dated 12.02.2025. Though in the letter dated 12.02.2025 the opposite party no. 1 stated that they were not provided with the minimum required 24 hour window to practice, train and prepare for the match but this Court holds that such allegation is without any basis as the opposite party no. 1 was duly informed by the petitioner association on 10.02.2025 that the prayer for rescheduling the match fixed on 13.02.2025 has been rejected.

34. After going through the materials on second, this Court holds that the opposite party no. 1 failed to make out a prima facie case to go for trial which is a sine qua non for grant of interim injunction.

35. The opposite party herein filed the application for injunction and pressed their prayer for ad interim injunction only on 17.02.2025. The relief sought for in the plaint is to declare the match scheduled on 13.02.2025 between the opposite party no. 1 and East Bengal Football Club as cancelled. The temporary injunction sought for was to restrain the petitioner association from declaring the East Bengal Football Club as Champion of

the Premier Division of the CFL 2024-25 and to restrain the petitioner association from continuing with the match scheduled on 18.02.2025.

36. The learned Trial Judge by the order dated 17.02.2025 rejected the prayer for ad interim injunction. The learned Trial Judge while rejecting the prayer for ad interim injunction rightly took note of the content of the letter dated 10.02.2025 by which the prayer for rescheduling the match fixed on 13.02.2025 and 18.02.2025 was rejected. The learned Trial Judge after noting that the opposite party no. 1 had participated in matches on alternate days observed that a gap of at least two days between two matches is an ideal proposition and not a settled rule and regulation for the Indian Football Association.

37. The learned Trial Judge further recorded that the opposite party no. 1 has failed to produce the rules and regulations pertaining to Indian Football Association.

38. It was further recorded in the order passed by the learned Trial Judge that the object of filing the injunction application is that on account of participating in other tournament, the opposite party no. 1 is unable to participate in CFL and the petitioner association is giving undue advantage to the other clubs.

39. The learned Trial Judge was also right in drawing an adverse interference against the opposite party no. 1 on the ground of urgency as it has been held therein that it is apparent that the plaintiff opposite party no. 1 is taking a chance by approaching this Court as they are knocking at the door of the Court for the event that happened on 13.02.2025. The learned Trial Judge also observed that a gap of 48 hours between two matches is not a mandatory rule.

40. However, in view of cancellation of the match fixed on 14.02.2025, the claim of the opposite party that they were differently treated cannot be accepted.

41. The learned Trial Judge assigned cogent reasons in support of the finding that the opposite party no. 1 has failed to demonstrate prima facie case. It was further held that no irreparable injury will be caused to the opposite party no. 1 if no injunction is granted and there is nothing which manifests that the balance of convenience must be in favour of granting an injunction in favour of the opposite party no. 1.

42. Being aggrieved by the order of the learned Trial Judge in refusing to pass an ad interim order of injunction, the opposite party no. 1 preferred the Miscellaneous Appeal. The learned Judge of the Appellate Court by an order dated 19.02.2025, passed an ad interim order of injunction thereby restraining the petitioner association from declaring and announcing the East Bengal Football Club as Champion of Premier Division of CFL 2024-25 till 19.03.2025.

43. In order to decide as to whether the order passed by the Judge of the Appellate Court calls for any interference by this Court under Article 227 of the Constitution of India it would be relevant to extract the relevant portion of the order passed by the learned District Judge-in-Charge on 19.02.2025 for which the same is extracted hereinafter.

“Order No. 02, dated 19.02.2025

The record is put up today by virtue of a put up petition filed on behalf of the appellant.

Appeal is admitted.

An application under Order XXXIX Rules 1 and 2 read with Section 151 of C.P.C. has been filed on behalf of the appellant and the same is taken up for hearing.

As per report of Sheristadar, no caveat has been filed.

Ld. Advocate for the appellant submits that they had filed a suit being Title Suit No. 256 of 2025 for declaration and permanent injunction before the Ld. Trial Court along with an application praying for temporary injunction which was refused. As such, the appellant filed

the instant Misc. Appeal along with an application praying for a order of temporary injunction.

Heard the submission of the Ld. Advocate for the appellant.

Perused the application for temporary injunction, which has been supported by an affidavit, and the documents annexed herewith.

On perusal of the materials and copy of documents on record and after Ld. Advocate for the appellant, prima facie, it appears that the appellant has not been provided with appropriate opportunity to play the” game as per law which may cause irreparable loss and injury in their fundamental right to participate in the match and, moreover, it also, prima facie, appears that in spite of intimating the matter to the authorities, no reply has yet been given in support of the same. The non-reply indicates refusal for getting an opportunity of being heard to their grievance or problem whatsoever. Hence, considering the sufferance of the appellant herein and a good prima facie case in its favour and also on apprehension that they might suffer from irreparable loss and injury if the final result be published immediately, this Court is of the view that the balance of convenience and inconvenience, prima facie, appears to be favouring the appellant's case at this stage prior to hearing of the respondents herein. protective order for a limited period may be granted in favour of the appellant.

Hence,

it is,

ORDERED

that the prayer for an order of ad-interim injunction is allowed in favour of the appellant.

*The respondents are, hereby, restrained from declaring and announcing the East Bengal Football Club as champion of the Premier Division of Calcutta Football League 2024-25 till **19.03.2025**.*

The appellant is directed to comply with the provisions as enumerated under Order 39 Rule 3(a) and 3(b) of C.P.C.

Requisites at once.

Issue notice.

*To date Le. on **19.03.2025** for S/R and A/D.”*

44. After going through the order dated 19.02.2025 passed by the learned Judge of the Appellate Court it appears to this Court that what weighed with

the mind of the learned Judge of the Appellate Court was that in spite of intimating the matter by the opposite party no. 1 to the authorities (petitioner association), no reply has yet been given in support of the same and non-reply indicates refusal for getting an opportunity of being heard to their grievance or problem whatsoever.

45. The said finding of the learned Judge of the Appellate Court is a perverse finding. The learned Judge of the Appellate Court failed to take note of the documents which were annexed to the injunction application before the learned Trial Judge wherefrom it is evident that the request for rescheduling the match was made by the opposite party no. 1 through e-mail only on 07.02.2025 and the petitioner association duly rejected such request by the letter dated 10.02.2025. The opposite party no. 1 duly acknowledged the receipt of the letter dated 10.02.2025 in its letter dated 11.02.2025.

46. The learned Judge of the Appellate Court recorded a prima facie observation that the opposite party no. 1 has not been provided with appropriate opportunity to play the game as per the law without considering the materials on record.

47. From a bare reading of the order passed by the learned Judge of the Appellate Court as extracted hereinbefore, it would be evident that the same is an unreasoned order which is a good ground for setting aside the same.

48. In the case on hand the learned Trial Judge after considering the materials on record arrived at a finding that the opposite party no. 1 failed to satisfy the three legal tests for grant of injunction. In an appeal arising out of such order the Appellate Court cannot set aside the impugned order without discussing the materials on record and recording a contrary finding supported with reasons. The learned Judge of the Appellate Court proceeded to pass an interim order ignoring the reasoning and findings of the learned Trial Judge which is impermissible.

49. It is well settled that in an appeal arising out of an order refusing to pass an injunction, the appellate Court will not interfere with the exercise of discretion by the Court of first instance and substitute its own view except where the discretion has been shown to have been exercised arbitrarily or perversely or where the Court has ignored the settled principles of law regulating grant or refusal of injunction. If the discretion has been exercised by the trial Court reasonably and judiciously, the fact that the appellate Court would have taken a different view would not justify interference with the exercise of discretion by the trial judge.

50. The Hon'ble Division Bench in **Kishan Bhartia** (supra) held that in a Miscellaneous Appeal arising out of an order refusing to pass an ad-interim order of injunction, the appellate Court cannot substitute its own views for that of the learned trial judge, merely because another view is possible.

51. In the case on hand, the learned judge of the appellate Court interfered with the discretion exercised by the learned trial judge without assigning any reasons why such interference was warranted in the facts of the case on hand.

52. For all the reasons as aforesaid this Court holds that that the order dated 19.02.2025 cannot be sustained in the eye of law.

53. Mr. Mukherjee, learned Senior Advocate appearing for the opposite party no. 1 would contend that a letter dated 18.02.2025 issued by the petitioner association calling for a meeting on 20.02.2025 to discuss the letter received from the opposite party on. 1 on 18.02.2025 was placed before the learned Judge of the Appellate Court at the time of hearing on 19.02.2025. However, from the order extracted hereinbefore it does not appear that the said letter was considered by the learned Judge of the Appellate Court while passing an ad interim order of injunction.

54. That apart the cause of action for issuance of such notice is the letter received from the opposite party no. 1 on 18.02.2025 i.e., after the suit was filed and the learned Trial Judge rejected the prayer for ad interim

injunction. The said letter being a subsequent event cannot be said to have any bearing on the prayer for injunction based on a cause of action which took place long prior to the issuance of such letter. That apart the scope of the Miscellaneous appeal is very limited.

55. The other issue which arose in course of hearing of the Civil Revision Applications is whether the suit is bad for non-joinder of East Bengal Football Club as a party defendant in the instant suit.

56. Mr. Mukherjee would contend that the opposite party no. 1, had in the meantime, filed an application for addition of the East Bengal Football Club as a party defendant before the learned Trial Judge on 20.06.2025 and the said application has been kept with the record.

57. In view thereof, this Court refrains from making any observation on the issue as to whether East Bengal Club was a necessary party to such a suit as the same would amount to prejudging the application which is pending before the learned Trial Judge.

58. Parties are left free to make appropriate submissions in this regard at the appropriate stage.

59. In ***Jamuna Beharani (supra)*** the Hon'ble Orissa High Court held that the question of non-maintainability of the suit on the ground of non-joinder of necessary parties not enabling the Court to pass an effective decree cuts at the root of the maintainability of the suit and can be raised in the higher court even though such questions were abandoned in the lower court.

60. In ***Ponniyamman Educational Trust (supra)*** the Hon'ble Supreme Court held that a plea as to non-joinder of a party cannot be taken for the first time before the Hon'ble Supreme Court if the same was not raised before the Trial Court and has not resulted in failure of justice. It was further held that in case of non-joinder, if the objection is raised for the first

time before the Hon'ble Supreme Court the Court can always implead the party on the application wherever necessary.

61. In ***Radhe Shyam (supra)*** the Hon'ble Supreme Court held that Article 227 of the Constitution of India vests High Court with the power of superintendence which is to be very sparingly exercised to keep tribunals and courts within the bounds of their authority. It was further held that under Article 227 of the Constitution of India orders of both Civil and Criminal Courts can be examined only in very exceptional cases whether manifest miscarriage of justice has been occasioned and such power could not be exercised to correct a mistake of fact and of law.

62. There is no quarrel to the aforesaid proposition of law that the power under Article 227 of the Constitution of India should be sparingly exercised.

63. As observed hereinbefore, the learned Judge of the Appellate Court passed an ad interim order of injunction by a totally non-speaking order without considering the materials on record as well as the findings and conclusions of the learned Trial Judge while rejection the prayer for ad interim injunction. Thus, a manifest miscarriage of justice has been occasioned in the instant case.

64. The case on hand is an exceptional case and for such reason this Court is inclined to interfere with the order passed by the Appellate Court in exercise of power under Article 227 of the Constitution of India.

65. The learned Judge of the Appellate Court, by a subsequent order dated 19.03.2025, mechanically extended the interim order till the next date without assigning any additional reasons. The said order is under challenge in CO 1150 of 2025. Since this Court is inclined to interfere with the order dated 19.02.2025 in the light of the observations made hereinbefore, the subsequent order dated 19.03.2025 which mechanically extends the earlier order without assigning any additional reasons also calls for interference.

66. For all the reasons as aforesaid the impugned order dated 19.02.2025 and all subsequent orders extending the said interim order are set aside.

67. The learned Judge of the Appellate Court is requested to make an endeavor to dispose of the Misc. Appeal no. 43 of 2025 as expeditiously as possible without granting any unnecessary adjournment to either of the parties.

68. It is, however, made clear that all observations made hereinbefore are only to support the ultimate conclusions of this Court and the same shall not prejudice either of the parties at the time of hearing of the Misc. Appeal.

69. CO No. 757 of 2025 and CO 1150 of 2025 stand allowed with the above observations and directions. There shall be, however, no order as to costs.

70. Urgent photostat certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

(HIRANMAY BHATTACHARYYA, J.)

(P.A.-Sanchita, Rumela)