

22
18.9.2025
Ct. No. 1
SB

FMA 1117 of 2025
CAN 1 of 2025

Sri Sujit Kumar Mukherjee
Vs.
Sri Munna Mondal & Anr.

Mr. Sudhir Kumar Sadhukhan
Mr. Moumita Basak
Mr. Samir Bhattacharjee for the appellant

1. The appellant is aggrieved by an observation in the order passed by the learned Trial Court that in view of the agreement for sale the plaintiff is not entitled to direction upon the defendant to pay arrear monthly rents in the alternative accommodation till rehabilitation.
2. The learned counsel appearing on behalf of the appellant has drawn our attention to Clause 2 of the agreement for sale which reads as follows;-

It clearly shows that in the event no alternative accommodation is granted and in the event if the vendor/ developer fails to pay the monthly rent/fees/charges for such alternative accommodation for a consecutive period of two months or more than the purchaser shall be entitled to obtain injunction over the further construction of the suit property and for other reliefs from the competent Court of Law. The claim for payment of arrears occupational charges as well as monthly rents in the alternative accommodation would come within the phase for other reliefs for the competent Court of Law. However, by reason of the aforesaid clause the plaintiff wants establish the developer has fails to fulfil its obligation,

no further construction can take place in the suit property and to that effect the learned Trial Court has directed the parties to maintain status quo in respect of nature and character of the suit property till 21.6.2025. This interim order has been extended from time to time.

3. We only clarify that the said clause would not prevent the plaintiff from claiming other reliefs apart from injunction in terms of Clause 2 of the agreement.
4. The appeal and the application are disposed of.
5. While disposing of the injunction application, the learned Trial Court shall take into consideration that in the event there is any breach of Clause 2 of the agreement, there shall be a positive order of injunction restraining the developer from carrying out any such construction.

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

(Raja Basu Chowdhury, J)