

11<sup>th</sup> August,  
2025  
(AK)  
01

**CRC 13 of 2025**  
**In**  
**FA 80 of 2025**  
**IA No: CAN 3 of 2024**  
**CAN 4 of 2025**

The Court in its own Motion  
Vs.  
Sri Mohan Chakraborty

Ms. Joyee Maiti  
Mr. Shibaditya Ghosh  
...for the alleged contemnor.

Mr. Anshunath Chakraborty  
Mr. Pranab Palit  
...for the respondent  
in FA 80 of 2025.

**In Re: CRC 13 of 2025**

1. The Rule was issued *suo motu* on the basis of an affidavit affirmed by the respondent/judgment-debtor where it was mentioned that the appellant had surrendered the possession of the suit property in favour of a third party due to monetary requirements.
2. Today, the alleged contemnor files a show cause affidavit annexing relevant documents, to which a rejoinder is filed by the appellant, which are both kept on record.
3. It transpires upon hearing learned counsel for the appellant as well as upon going through the

materials annexed to the show cause affidavit that the northern portion of the self-same property had previously been transferred by the predecessor of the respondent/owner in favour of a third party and that only the said northern portion of the property, which is not a part of the decretal property, has since been surrendered by the appellant.

4. It is further submitted on behalf of the alleged contemnor that due to a miscommunication between the client and the learned Advocate for the alleged contemnor, the said erroneous statement was made in the original affidavit, which prompted this court to issue a *suo motu* Rule of contempt, since it transpired from such averments that in order to deliberately bypass the order of this court, the transfer had been effected in respect of the decretal property by taking undue advantage of the stay order passed by this court, despite the appellant having not complied with the direction to pay occupation charges.
5. Upon hearing learned counsel for the parties, however, we accept the version of the alleged contemnor that there was a miscommunication and also take note of the fact that due to the appellant having come to this court through *pro bono* legal

representation, there might be some deficiency in the services provided in that regard to the appellant.

6. Since, at the end of the day, the alleged contemnor has not transferred the suit property or surrendered the same in respect of any third property but claims to be still in possession of the same, we are of the opinion that there was no deliberate violation of the order of this court, either in letter or spirit, and the Rule ought not to be kept pending further.
7. Hence, CRC 13 of 2025 is discharged.
8. Further personal appearance of the alleged contemnor is dispensed with.

**In Re: CAN 4 of 2025**

9. CAN 4 of 2025 is now taken up for hearing. It is an application filed by the respondent for vacating the stay order granted by this court due to non-compliance of the pre-condition of payment of occupation charges by the appellant.
10. It transpires that we had granted stay of the execution case in connection with the eviction decree in respect of which the appeal has been preferred, on condition of payment of occupation charges by the appellant.

11. Since the appellant has failed to pay the same, CAN 4 of 2025 is allowed, thereby vacating the order dated February 11, 2025 whereby stay of the connected execution case was granted.
12. The respondent/decreed-holder is now at liberty to proceed with the Title Execution Case, bearing No.52 of 2023, arising out of Title Suit No. 35651 of 2014, pending before the City Civil Court at Calcutta.
13. If so proceeded with, the City Civil Court shall dispose of the execution case as expeditiously as the business of the said court permits.

**(Sabyasachi Bhattacharyya, J.)**

**(Uday Kumar, J.)**