

22.12.2025
SL No.4
Court No.6
(gc)

CO 4420 of 2025

**Merlin Projects Limited
Vs.
D.C. Paul Group Construction Pvt. Ltd. & Ors.**

Mr. P. Chidambaram, Sr. Adv.,
Mr. Aniruddha Chatterjee, Sr. Adv.,
Mr. Debjit Mukherjee,
Mr. Rahul Karmakar,
Mr. Saptarshi Datta,
Mr. Abir Chakravorti
...for the Petitioner.

Mr. Abhrajit Mitra, Sr. Adv.,
Mr. Saurapriya Mukherjee,
Mr. Deepam Kumar Sarkar,
Ms. Deepti Priya,
Mr. Dipayan Dan,
Mr. Rahul Sarkar
...for the Opposite Party Nos.1 & 2.

Mr. Anirban Ray, Sr. Adv.,
Mr. Jishnu Chowdhury, Sr. Adv.,
Mr. Satadeep Bhattacharya,
Mr. Aniket Chaudhury,
Ms. Sriparna Mitra
...for the Opposite Party No.3.

Mr. Surajit Nath Mitra, Sr. Adv.,
Mr. Sankarsan Sarkar,
Ms. Srinjita Ghosh,
Mr. Pourush Kanti Pal
...for the Opposite Party
Nos.4 to 42.

Mr. Ratnanko Banerjee, Sr. Adv.,
Mr. Abhidipto Tarafdar,
Mr. Samriddha Sen,
Mr. Jishnujit Roy,
Mr. Sumit Biswas,
Mr. Devesh Bose
...for the Opposite Party
Nos.43 & 44.

1. The revisional application arises out of an order dated December 6, 2025, passed by the learned

District Judge at Alipore, in Misc. Appeal No.404 of 2025. By the order impugned, the learned Appeal Court granted an ad interim injunction. The operative portion is quoted below:-

“Upon hearing the submissions made by the Ld. Advocate for the appellants and upon appraisal of the materials on record, it, prima facie, appears that the respondent nos. 42 and 43 were the Directors of the appellants/companies and the respondent no. 1 was the Director of the appellants/companies till 20th April, 201 and since then, the respondent no. 1 has ceased to be the Director of appellant no.1. Presently, it has been alleged by the appellants that the respondent no. 1 sent a copy of Memorandum of Understanding dated 15th January, 2025, allegedly entered into between the respondent no. 1 and respondent no. 43. It has been further alleged that the Board Resolution dated 28th January, 2015, has not been signed by the respondent no. 43. It has also been alleged that vide the said Board Resolution, a Joint Development Agreement dated 25th June, 2021, has been entered into in between the respondents. The respondent no. 43 alleges that the signatures in MOU dated 15th January, 2015 and Board Resolution of D.C. Paul Group Construction Pvt. Ltd. dated 28th January, 2015, are forged and the respondent no. 43 has denied ever having signed on them and to that effect, the respondent no. 43, namely, Suparna Paul, sent a letter to D.C. Paul Group Construction Pvt. Ltd. (being Annexure 'G'). In that regard, the appellants also conducted a forensic test done by 'Forensi Labs' and report of the same has been appended with the injunction application (being Annexure 'K'). Therefore, regard being had to the above facts and circumstances, this Court is of the view that the appellants have been able to make out a prima facie case in their favour and the balance of convenience and inconvenience is also tilting in favour of the appellants. If, at this stage, an order of ad-interim injunction is not passed in favour of the appellants, then the appellants will suffer from irreparable loss and injury and

the very purpose of filing the suit and the appeal would be rendered infructuous. As such, this Court is of the view that for a very restrictive period till hearing the respondents, a protective order needs to be given in favour of the appellants in order to protect the suit premises

Hence, it is,

ORDERED

that the prayer for an order of ad-interim injunction in favour of the appellants is allowed for a restricted period till 07.01.2026.

The respondent nos. 1 and 2, their men, agents and assigns are restrained from taking any step on the basis of Joint Development Agreement dated 25th June, 2021, and the purported Development Power of Attorney, dated 16th July, 2021, till **07.01.2026.**”

2. The court was of the view that the opposite parties had made out a, prima facie, case for grant of injunction. The balance of convenience and inconvenience was in their favour. The learned Appeal Court recorded that one of the directors of the company had disputed her signature in the MOU dated January 15, 2015 and in the Board Resolutions dated January 28, 2015. The court further observed that the signature of the directors of the company were absent in the Joint Development Agreement.
3. The Court noted that a forensic test had been done at the instance of the plaintiffs, in order to ascertain whether the declaration made by Suparna Paul (director) was correct or not. In the above background, the Appeal Court was of the view that a protection should be given to the

plaintiffs. The developers were restrained from taking any further steps on the basis of the Joint Development Agreement dated June 25, 2021.

4. Mr. P. Chidambaram, learned Senior Advocate along with Mr. Aniruddha Chatterjee, learned Senior Advocate appear on behalf of the petitioner.
5. Mr. Surajit Nath Mitra, learned Senior Advocate appears on behalf of the opposite party Nos.4 to 42, who also claim to be the owners of the property.
6. Mr. Anirban Ray, learned Senior Advocate along with Mr. Jishnu Chowdhury, learned Senior Advocate appear on behalf of the opposite party no.3.
7. It is submitted on behalf of the petitioner, that the learned Trial Judge had rightly held that, the issue as to whether Suparna Paul had signed the MOU as also the Board Resolution, was a triable issue and an ad-interim order of injunction could not be passed without hearing the defendants in the suit.
8. The learned Trial Judge recorded that, the Board Resolution dated January 28, 2015 and the Memorandum of Understanding dated January 15, 2015 had been executed between the parties and Suparna was the signatory. Shanti Ranjan Paul was a director. Under such circumstances,

the learned Trial Judge could not rule out the possibility of the MOU having been executed and the Board Resolution having been passed.

9. According to Mr. P. Chidambaram, the plaintiffs had filed an application for amendment of the plaint, to correct the valuation statement. According to the plaintiffs, the valuation of the suit would be Rs.1,60,200/- instead of Rs.60,200/- and inadvertently “1” had not preceded “6”. When, the plaintiffs had themselves valued their suit at Rs.1,60,200/-, they could not have preferred the appeal before the learned District Judge. This was an instance of court hunting. It was also contended that, at best, the plaintiffs could have 4% share in the total area measuring 200 cottahs. An injunction over the entire project was harsh, inequitable and contrary to the settled law on grant of injunctions in respect of the construction of such nature. Reliance was placed on the following decisions in support of such contentions, namely:-

- i) Wander Ltd. & Anr. Vs. Antox India P. Ltd. reported at 1990 (Supp) SCC 727;*
- ii) Mandali Ranganna & Ors. Vs. T. Ramachandra & Ors. reported at (2008) 11 SCC 1;*
- iii) ECE Industries Limited (2) Vs. S.P. Real Estate Developers Private*

Limited & Anr. reported at (2009) 12 SCC 776;

iv) GPT Health Care Private Limited Vs. Soorajmull Nagarmull reported at 2017 SCC OnLine Cal 16490;

v) Srimati Bose & Anr. Vs. Sandhya Dey & Ors. reported at 2018 SCC OnLine Cal 15557.

10. Mr. Chidambaram has also laid much emphasis on the delay in filing the suit. According to the learned senior Advocate, the Joint Development Agreement was executed in 2021. Three years were spent by the developers to obtain various statutory compliances. Brochures were circulated and there was wide publicity. The plaintiffs were aware of the proposed construction. The plaintiffs chose not to approach the Court with promptitude. One year after the construction had started, the suit was filed, with ulterior motive. Such delay in approaching the Court, should be a good ground to refuse the prayer for injunction. Moreover, the Appeal Court did not assign any reasons as to why the situation warranted a total halt over the entire activity arising out of the Joint Development Agreement.
11. Mr. Surajit Nath Mitra, learned Senior Advocate submits that the affidavit and the verifications accompanying the plaint were signed by

Dibyendu Mukherjee and Kushan Paul. Neither Kushan nor Dibyendu were authorized to sign the plaint as they did not disclose under what authority or capacity could they represent the plaintiffs. Substantial construction had already been made and stoppage of the project had been causing huge loss to the developers. Each day's loss was over Rs. 50,000,00/-. Had Suparna objected to her signature, it was only natural that she would have come forward to raise a dispute with regard to the same and verify and affirm the plaint. The averments in their plaint are based on information derived from Suparna. Further submission is that, the learned Appeal Court did not assign any reasons as to why the situation necessitated a blanket stay of the entire project. Without hearing the petitioner and the supporting opposite parties, such order should not have been passed.

12. Mr. Jishnu Chowdhury, the learned Senior Advocate submits that as per the MOU, the shares in the other companies, namely, the opposite party nos.4 to 42 had been sold to third parties and the proceeds were received by Suparna. Thus, the MOU was acted upon. Shanti Ranjan Paul who was given control over the four companies, had the authority to represent those companies and thereby execute the MOU.

13. Mr. Anirban Ray, learned Senior Advocate appearing on behalf of the opposite party no.3 submits that, the title deeds in respect of the suit land were in the possession of Shanti Ranjan. This demonstrated that Suparna and Shanti Ranjan had understood the MOU to be binding and operative.
14. Mr. Abhrajit Mitra, learned Senior Advocate represents the companies, who are the plaintiffs. According to Mr. Mitra, the land in question belonged to the plaintiff companies. When the Joint Development Agreement was executed, Shanti Ranjan was not a director and he could not have represented the plaintiffs. His directorship expired sometimes in April, 2019. Around June, 2025, Kamalini, one of the directors of the company, received a message via whatsapp from Shanti Ranjan. Shanti Ranjan had forwarded a PDF containing an extract of the resolution of the Board meeting held on 19th April, 2019. Kamalini and Suparna's signatures were requested. Such conduct of Shanti Ranjan, raised a serious doubt with regard to the validity of the signature of Suparna in the Board's Resolution and the MOU of 2015. According to Mr. Mitra, there was no delay in filing the suit. Only upon receipt of the whatsapp message, Kamalini got suspicious. When she made

queries, Shanti Ranjan allegedly told Kamalini that there was also a Board Resolution. The same was received by Kamalini in September, 2025. It is urged that, if the Board's Resolution allowed Shanti Ranjan to represent himself as the owner of the land in question, there could be no reason why the signature of Suparna and Kamalini on the extract of the meeting dated April 19, 2019 was not required at all. The extract of the resolution of April 19, 2019, permitted Shanti Ranjan to negotiate with the prospective buyers for the purpose of development of the company's property. He was being authorized to sign, execute and register the Joint Development Agreement, grant Power of Attorney in favour of the prospective developer and to do all other acts, deeds and things as may be required to be done in this regard, on behalf of the company.

15. Mr. Mitra submits that the said extract of the Board meeting of 2019 was in conflict with the submissions of Mr. Chidambaram and the relied upon documents. It is next contended that, the pictures of the construction would clearly indicate that the construction was recent. In view of the discrepancies in the documents relied upon by Shanti Ranjan and the defendants, the learned Appeal Court rightly protected the legitimate owners.

16. Mr. Ratnanko Banerjee, learned Senior Advocate represents Kamalini and Suparna. He submits that the Joint Development Agreement signed by Shanti Ranjan did not indicate how Shanti was authorized to sign on behalf of the companies. He further submits that in the advertisement/brochure, the address of the premises has not been mentioned, and as such, Kamalini and Suparna were not in a position to have prior knowledge.
17. Heard the learned Senior Advocates for the respective parties.
18. The question before this Court is whether the order of the learned Appeal Court can be sustained or not.
19. If the plaint case is accepted as a whole, the plaintiffs have 7% share in the entire area. The construction spreads across 200 cottahs. According to Mr. Abhrajit Mitra, the company owns around 9 cottahs out of 200 cottahs.
20. Thus, in my view, stoppage of the construction of such a magnitude also affects the end buyers or the persons who have booked the upcoming flats for a handsome price. The order is excessive and will cause undue hardship to the developer. The learned Appeal Court was guided by the factual background, but did not assign its own reasons as to why a blanket order of injunction was

necessary. What necessitated passing of an ex parte order of ad-interim injunction, by reversing a reasoned decision of the trial court, has not been spelt out. Paragraph 14 of ***Wander Ltd.*** (*supra*) is quoted below:-

“14. The appeals before the Division Bench were against the exercise of discretion by the Single Judge. In such appeals, the Appellate Court will not interfere with the exercise of discretion of the court of first instance and substitute its own discretion except where the discretion has been shown to have been exercised arbitrarily, or capriciously or perversely or where the court had ignored the settled principles of law regulating grant or refusal of interlocutory injunctions. An appeal against exercise of discretion is said to be an appeal on principle. Appellate Court will not reassess the material and seek to reach a conclusion different from the one reached by the court below if the one reached by the court was reasonably possible on the material. The appellate court would normally not be justified in interfering with the exercise of discretion under appeal solely on the ground that if it had considered the matter at the trial stage it would have come to a contrary conclusion. If the discretion has been exercised by the Trial Court reasonably and in a judicial manner the fact that the appellate court would have taken a different view may not justify interference with the trial court's exercise of discretion. After referring to these principles Gajendragadkar, J. in *Printers (Mysore) Private Ltd. v. Pothan Joseph* :

... These principles are well established, but as has been observed by Viscount Simon in *Charles Oseption & Co. v. Johnston* the law as to the reversal by a court of appeal of an order made by a judge below in the exercise of his discretion is well established, and any difficulty that arises is due only to the application of well settled principles in an individual case.

The appellate judgment does not seem to defer to this principle.”

21. The authenticity or veracity of the MOU, the Board Resolutions etc., are all subject to trial. The forensic report prepared at the instance of the plaintiffs, is also a rebuttable document. Moreover, whether the same was prepared according to procedure, will have to be adjudicated. Grant of an injunction, when the same was refused by the learned trial court, has far reaching consequences.
22. Under such circumstances, this Court has to balance equities between the parties. Prima facie, it appears that, even if 7% of the total built up area is taken into account, the plaintiffs will have share over 21,000 sq.ft. of the constructed area. It is to be noted that the project is registered under West Bengal Real Estate Regulatory Authority. Bookings have been taken through third parties. They have invested money. Non-compliance of the terms and conditions, vis a vis, the buyers may result in penal consequences for the developers. The inconvenience caused to the developers will be far greater than what the plaintiffs will suffer, if the order impugned is not interfered with. Under such circumstances, the developers are also required to be protected. Reliance is placed on paragraph 12 of the decision in ***Srimati Bose and Anr. vs Sandhya***

Dey and Ors. reported in **2018 SCC Online Cal 15557**, which is quoted below:-

“12. The order of *status quo* over the entire 3 cottahs 1 chittack of the suit property was harsh and disproportionate to the relief claimed. The court in such cases is normally governed by the consideration as to the comparative mischief and inconvenience to the parties which may arise from granting or withholding the injunction and in doing so, the court should take care so as to frame its order in such a way that it does not deprive either party of the benefit it was entitled to, if in the event it turned out that the party in whose favour the order was made was in the wrong. If it appears upon balancing the convenience and inconvenience that greater damage would arise to the defendant by granting an injunction in the event it turned out afterwards that the same was wrongly granted, in such a case, injunction should not be granted. The court below failed to consider the balance of convenience and inconvenience on the basis of the above principle. Further, it cannot be lost sight of that the burden lies upon the plaintiff, as the person who is applying for the injunction, of showing that his inconvenience exceeded that of the defendant's. The plaintiff in the instant case ought to have made out a case of comparative inconvenience, entitling him to an interference by the court. While adjudicating balance of convenience and inconvenience, the court should also take into consideration, the means it has of putting the party who would be ultimately successful, in the position he would have stood if his legal rights had not been interfered with.”

23. Reliance is also placed on the decision of ***Sri Milon Roy Chowdhury vs Ashis Kumar Saha & Ors***, decided in ***F.M.A.T No. 429 of 2018***, the division bench held as follows:-

“23. We accept the submission of Mr. S. P. Roychowdhury, that, the order of status quo over the entire 9 cottahs of the suit property

was harsh and disproportionate to the relief claimed. The court in such cases is normally governed by the consideration as to the comparative mischief and inconvenience to the parties which may arise from granting or withholding the injunction and in doing so, the court should take care so as to frame its order in such a way that it does not deprive either party of the benefit it was entitled to, if in the event it turned out that the party in whose favour the order was made was in the wrong. If it appears upon balancing the convenience and inconvenience that greater damage would arise to the defendant by granting an injunction in the event it turned out afterwards that the same was wrongly granted, in such a case, injunction should not be granted. The court below failed to consider the balance of convenience and inconvenience on the basis of the above principle. Further, it can not be lost sight of that the burden lies upon the plaintiff, as the person who is applying for the injunction, of showing that his inconvenience exceeded that of the defendant's. The plaintiff in the instant case ought to have made out a case of comparative inconvenience, entitling him to an interference by the court. While adjudicating balance of convenience and inconvenience, the court should also take into consideration, the means it has of putting the party who would be ultimately successful, in the position he would have stood if his legal rights had not been interfered with.

24. Reference may be made to chapter III of "Kerr on Injunction"

Sixth Edition, wherein it has been discussed as follows:

"The court may often by imposing terms on one party, as the condition of either granting or withholding the injunction, secure the other party from damage in the event of his proving ultimately to have the legal right. It the Court feels that it can by imposing terms on the defendant secure the plaintiff, in the event of the legal right being determined in his favour against damage from what may be done by the defendant in the meantime, and the defendant is willing to accede to the terms required by the Court; an injunction will not issue."

25. The balance of convenience in our view is in favour of the appellant, considering the amount of investment in the project comprising over 9 cottahs, in contrast to the

plaintiff's claim involving only 1 cottah and 10 chittaks of the property. Thus, we hold that the plaintiff/respondent no. 1 could have been protected appropriately by the learned Judge, without granting the order of status quo in respect of the entire 27/57 B. K. Paul Temple Road.”

24. The decisions referred to hereinabove indicate that, the defendants can be put to terms, in order to secure the plaintiff's interest, but injunction should not be granted as a matter of course. Injunction over the entire activity is unjust. Thus, balancing the equities between the parties, this Court permits construction over the plot in question, but directs that, unencumbered flat(s) covering an area of 21,000 sq.ft, altogether, shall be earmarked for the plaintiffs, till the application for injunction is disposed of by the learned Trial Judge.
25. The identity, measurement, location, etc. of those flats as reflected in the sanction plan, shall be indicated to the plaintiffs.
26. The Misc. Appeal stands disposed of. Mr. Chidambaram submits that, if the valuation of the suit by the plaintiff is accepted, the learned District Judge lacks the jurisdiction to entertain the appeal. Moreover, nothing remains to be decided in the Misc. Appeal.
27. The learned trial judge shall dispose of the injunction application expeditiously, upon

granting liberty to the defendants to file their written objection.

28. This order is subject to the fate of the injunction application. Any other interim order or protection that the parties may require, shall be prayed for before the learned Trial Judge, which shall be decided independently. All observations made hereinabove are tentative and the learned Trial Judge will not be influenced by these observations.
29. The impugned order is set aside.
30. The developers are at liberty to proceed in accordance with the Joint Development Agreement, provided that flat(s) measuring 21,000 sq.ft. in all, are kept apart for the plaintiffs.
31. There shall be no order as to costs.
32. The revisional application is disposed of.
33. Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)