

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

IA NO. ACO/5/2026

In

APO/214/2017

RE: REMINGTON RAND OF INDIA LTD (IN LIQON)

AND

JAYYPEE TRADING CO LTD.

-VS-

THE O/L

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

AND

The Hon'ble JUSTICE MD. SHABBAR RASHIDI

Date : March 30, 2026.

Appearance:

Mr. Jaydeb Ghorai, Adv.
...for appellant.

Mr. Ranajit Chowdhury, Adv.
Mr. Sudipto Chowdhury, Adv.
Ms. Sampoorna Saha, Adv.
...for O/L.

The Court: IA NO. ACO/5/2026 is an application for restoration.

Appeal being APO/214/2017 was dismissed for default on December 3, 2025.

Application for restoration was affirmed on March 2, 2026.

Learned Advocate appearing for the appellant, seeking to press the application for restoration on the request being made to address the Court on the merits of the matter submits that, there is a change in the Advocate, she is not carrying all papers and that, she requires time.

Appeal was pending since 2017. It was dismissed for default on December 3, 2025. Restoration application was affirmed, as noted, on March 2, 2026.

Plea for adjournment on behalf of the appellant is for the purpose of delaying the disposal of the matter, if possible.

Prayer for adjournment is therefore disallowed.

Official Liquidator is represented.

It transpires from the records that, the application for disclaimer filed at the behest of the appellant was dismissed by the impugned judgment and order dated August 29, 2014.

Company (in liquidation) initially entered into an agreement for sale. Subsequent to the agreement for sale being entered into, a lease deed was entered into between the company (in liquidation) and the appellant before us. In terms of such lease deed, appellant was permitted to operate the factory of the company (in liquidation) upon payment of certain lease rentals to the company (in liquidation).

The lease deed, *per se*, cannot be said to be onerous to the company (in liquidation) inasmuch as, no covenant of such lease deed is established to be burdensome so far as the company (in liquidation) is concerned.

Enforcement of the agreement for sale as on the date of the application for disclaimer was barred by limitation.

There is no merit in the present appeal.

That apart, we find that, the application for restoration is a dilatory tactics in order to keep the matter pending.

In such circumstances, ACO/5/2026 is dismissed.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)