

ORDER

OCD – 23

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/265/2025
DR. PAUL'S MULTISPECIALTYCLINIC PVT. LTD.
VS
M/S. STYLEDGE CREATIONS PVT. LTD.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 8th April, 2025.

Appearance:

Mr. Rabindra Mitra, Adv.
Mr. Tamaghna Saha, Adv.
Mr. Swaraj Shaw, Adv.
Mr. Nishant Shukla, Adv.
...for petitioner.

1. Despite service, none appears on behalf of the respondent.
2. The petitioner prays for several interim orders, including securing a sum of Rs.18,99,722.01 by the respondent. Such prayer for interim protection is made on the apprehension that the respondent is avoiding payment of royalty, thereby committing breach of the contract. The conduct of the respondent would be available from the post-dated cheques which were submitted to the petitioner and all of which had been dishonoured.
3. An injunction restraining the respondent from carrying on business would not be proper. For the court to come to a finding that the respondent does not have any right under the franchise agreement at this stage, would amount to holding a mini trial on an issue which has to be decided by the learned arbitrator. However, this Court is of the view that, as the post-

dated cheques have been dishonoured, a direction should be issued restraining the respondent from operating its bank account bearing Account No.442920110000219 maintained with Bank of India, Patna Secretariat Branch, IFSC BKID0004429, without keeping aside a sum of Rs.19 lakhs.

4. The concerned bank shall act on a server copy of this order and ensure that a minimum balance of Rs.19 lakh is maintained in the said account, before any operation for withdrawal is allowed to the respondent.
5. This order will continue for a period of two months, thereafter the prayer for other interim orders, including furnishing of security, etc., shall be made before the learned arbitrator.
6. AP-COM/265/2025 is disposed of.