

ORDER SHEET
AP-COM/547/2025
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

CLASSIC LEASING AND FINANCE LIMITED
VS
PADAM GUPTA

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date: 18th September, 2025.

Appearance:
Ms. Debjani Sengupta, Adv.
Mr. Rajib Mullick, Adv.
Ms. Divya Agarwal, Adv.
...for the petitioner

Mr. Palash Mukherjee, Adv.
...for the respondent

The Court:

1. This is an application for interim injunction, restraining the respondent from alienating and/or changing the nature and character of immovable property and also for attachment of the bank account. The petitioner contends that, in terms of a Memorandum of Understanding between the parties, a sum of Rs.25 lakhs had been extended to the respondent. It is further submitted that two flats bearing nos.103 and 203 situated at holding no.190 and 190/1, Shibpur Road, P.S. Shibpur, Howrah had been mortgaged in favour of the petitioner, by a registered deed. The said flats had been sold by

the respondent which was admitted by the respondent in the letter dated March 13, 2023. On the last occasion, this Court was, prima facie, satisfied that a good case for protection of the amount which was lent by the petitioner by way of a loan to the respondent, had been made out. Accordingly, an interim order of injunction was passed.

2. Mr. Palash Mukherjee, learned advocate for the respondent opposes the prayer for extension and submits that there is no cause of action against the respondent and the interim order of injunction should not be extended. Mr. Mukherjee disputes the transaction.
3. Interim injunction and/or any interim relief is granted on satisfaction of a prima facie case, balance of convenience and inconvenience and irreparable loss and injury. This Court is of the view that the attachment of the bank account will cause irreparable loss and injury to the respondent, inasmuch as, the respondent will not be in a position to continue with his business.
4. However, as the records, prima facie, reveal that a sum of Rs.25 lakhs had been borrowed by the respondent which remains unpaid and also in view of the letter which records sale of the alleged mortgaged property, this Court is of the view that balance of convenience and inconvenience is in favour of granting an injunction over the following property for a period of three months. The details of the property is set out below :-

“a) The entire first floor of the under-construction building including the flats to be constructed thereto situated at a piece or parcel of MokorariMourashiBastu

Land measuring an area 3 Cottach 4 Chittacks 48 Sq. Ft. land area situated at MouzaShibpur, Dag No., Khatian No. 297 Ward No 38, holding no. 30, College Road, Post B Garden, Ps. A G C Bose Road B Garden, Howrah 711103, that would form a part of the allocation of the Borrower herein being the Developer therein in accordance with the Howrah Municipal Sanction Plan in terms of the said Development Agreement (hereinafter referred to as “First Secured Property”).

b) a flat being No. 403, measuring about 860 Sq. ft. including Super Build up Area on the fourth floor consisting of Two Bed Room, one Kitchen Cum Dining, Two Toilet, from Developer’s allocation, with lift facility of the Building situated at the premises being Howrah Municipal Corporation Holding No. 190 and 190/1 Shibpur Road Howrah 711102, under H.M.C. Ward No. 37, inclusive of pro-proportionate super built up area therein along with all right of undivided proportionate, impartible share in the Land underneath the said Flat free from all encumbrances and rights of easements and appurtenances shown and delineated in the Plan annexed thereto (hereinafter referred to as “Second Secured Property”). (Both the above properties shall hereinafter be collectively referred to as the “Secured Property”). ”

5. It is informed that the petitioner has already invoked arbitration by a notice. The petitioner will take steps for constitution of the arbitral tribunal. The respondent shall not transfer/alienate or change the nature and character of the property mentioned hereinabove, for a period of three years.

6. The petitioner will be at liberty to approach the learned Arbitrator for further prayers and reliefs.
7. The application is, accordingly, disposed of.
8. Liberty is granted to Mr. Mukherjee to file the vakalatnama within one week.

(SHAMPA SARKAR, J.)