

OC-52

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
(Commercial Division)
ORIGINAL SIDE

AP-COM/1060/2024
ADITYA BIRLA FINANCE LIMITED
VS
M/S. ASIF KABIR ENTERPRISE & ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR
Date : 3rd March, 2025

Appearance :
Mrs. Tutul Das Singh, Adv.
Mr. Amar Singh, Adv.
Mr. Ranjit Singh, Adv.
Mr. Pranit Biswas, Adv.
...for petitioner

The Court : 1. Despite service none appears on behalf of the respondents. Affidavit of service is taken on record.

2. Three separate Credit Facility Agreements were entered into between the parties. It is submitted that the transactions are all inter-linked.

3. The petitioner extended a credit facility for an amount of Rs.73,46,000/-. The petitioner contends that the loan amount was not repaid. The claim of the petitioner is more than Rs.81 Lacs.

4. The loan was extended upon creation of equitable mortgage of immoveable property. The petitioner has made out an arguable case with regard to protection of the property.

5. The Court deems it fit to continue the interim order passed earlier injuncting the respondents from alienating, encumbering or changing the nature and character of the property described hereinbelow :-

“ALL THAT piece and parcel of land lying situated in Mouza-Dakshin Shivpur, J.L. No.-57, Dag No.-132 (RS & LR), Khatian No.-196, 101(R), 68, 100, 118(R.S.), P.S. – Baduria, District- North 24 Parganas, Under Jadurhati Dakshin, Gram Panchayat, West Bengal – 743293.”

6. Accordingly, the interim injunction on the said property restraining the respondents from parting with, selling, alienating or changing the nature shall continue for a further period of three months.

7. The application is, accordingly, disposed.

8. The petitioner is directed to initiate steps for appointment of a learned Arbitrator upon invocation of the arbitration clause within the aforementioned period and make further prayer for further injunction before the learned Arbitrator.

(SHAMPA SARKAR, J.)