In the High Court at Calcutta
Civil Appellate Jurisdiction
Appellate Side

The Hon'ble Mr. Justice Sabyasachi Bhattacharyya
And
The Hon'ble Mr. Justice Biswaroop Chowdhury

FMA 365 of 2026
IA No: CAN 1 of 2026

Sri Manoj Joshi and Others
Vs.
Smt. Anjana Meharia and Others

With

FMA No.434 of 2026
IA No: CAN 1 of 2026

Smt. Anjana Meharia and Others
Vs.
Sri Manoj Joshi and Others

For the appellants
in FMA No. 365 of 2026
&
for the respondents
in FMA No. 434 of 2026 : Mr. Chayan Gupta,
Mr. Amit Kumar Nag,
Mr. Ratul Das,
Mr. Maharnab Ray,
Mr. Subhojit Ghosh, Advs.

For the respondent nos. 1 to 4
in FMA No. 365 of 2026
&
for the appellants
in FMA No. 434 of 2026 : Mr. Piush Chaturvedi, Sr. Adv.,
Mr. Suman Basu,
Mr. Ayan Banerjee,
Ms. Debaleena Chatterjee,
Mr. Debapriya Ghosh, Advs.

For the proforma respondent/
Gayatri Chetna Foundation : Ms. Debasree Dhamali,
Ms. Riya Ghosh,
Ms. Debolina Ghosh, Advs.

Heard on : 05.05.2026

Reserved on : 05.05.2026

Judgment on : 07.05.2026

Sabyasachi Bhattacharyya, J.:-

1. Both the appeals, being directed against different parts of the self-same order, are taken up for hearing together. For the sake of convenience, while referring to the parties as "appellants" and "respondents", we shall go by the array of parties in FMA 365 of 2026.

2. FMA 365 of 2026 has been preferred against the portion of Order No. 41 dated February 11, 2026 passed in Title Suit No. 64 of 2025, whereby the injunction application filed by the defendants/respondent nos. 1-5 was partially allowed.

3. The said suit has been filed by the plaintiffs/appellants, who are co-trustees (along with respondent nos. 1-5) of the proforma respondent No. 6-Trust, namely, Gayatri Chetna Foundation, for the following reliefs:

a) Decree that the petitioners and the defendants being the trustees of the Gayatri Chetna Foundation i.e., proforma defendant herein, are bound to act in pursuance of the objectives of the said Trust deed dated 4th December 2018, modified by the Trust Deed dated 15th January 2020;

b) Decree by way of perpetual injunction restraining the defendants from doing any act contrary to the interest of the Gayatri Chetna Foundation and further not to cause any obstruction in furtherance of the objective of the proforma defendant in pursuing, developing the Academic Institute run under the name and style of Gayatri Chetna Trust at Sonarpur campus, by the petitioners;

c) Decree for permanent injunction restraining the defendants and/or their men/agents/assigns to deal with the assets and funds whether movable or immovable, of the proforma defendants contrary to the provisions of the Trust deed;

d) An order of injunction restraining the defendants along with their men and agents from interfering with the day to day running of the Academic Institute being the "Gayatri Chetna Foundation";

e) Decree for mandatory injunction directing the defendants to cooperate with the petitioners by executing cheques, etc for disbursing the examination fees and semester charges in favour of MAKAUT, enabling the students of the said 'Academic Institute' to sit for their ensuing semester examinations and also to disburse the monthly amount required for day to day running of the said Academic Institute as morefully stated in Paragraph No. 14 above;

f) Decree for framing of a scheme for the future and perpetual functioning and management of the Defendant No. 1, Trust;

g) Decree ceasing the term of Trusteeship of the defendant Nos. 2-5 and removing them from the Trust Mandal (Board of the Trustees);

h) Injunction;

i) Ad-interim injunction in terms of the prayers above;

j) Receiver;

k) Costs;

l) Any other order or orders and/or direction and/or directions as thus Learned Court may deem fit and proper.

4. In connection with the said suit, the plaintiffs/appellants filed an application for temporary injunction, which was disposed of by the Trial Court vide order dated June 25, 2025, thereby *inter alia* framing a scheme with regard to the functioning of the educational institution (synonymous with the Trust) run by the said Trust. The salient features of the said scheme are set out below:

> *"1. Names of two Advocates from each side are to be provided for appointment as Joint Special Officer, who will monitor the affairs of the educational institution in terms of the scheme as framed.*
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> *2. The Ld. Advocates, to be nominated as Joint Special Officers, will be remunerated by their respective parties. Expenses, if any, incurred by said Joint Special officers will be reimbursed to them by the respective parties jointly from the funds of the said Trust.*
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> *3. An Executive Committee consisting of three members has to be formed which will be headed by the chair of the Principal of the educational institution and two other nominated members, one each for the plaintiffs' and defendants' side. The Executive Committee shall act in assisting the Joint Special Officers as and when called for.*
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> *4. Any disbursement of expenses which may be required for running of the said Institute shall be sent to the Joint Special Officers through the Executive Committee, who after joint verification, shall issue a formal letter/requisition to the authorized signatories of the said Trust, i.e. plaintiff no. 1, namely, Sri Manoj Joshi, and the defendant no. 1, namely, Smt.*

Anjana Meharia, to the instant suit, for signing of the required cheques for disbursement of funds.

5. Any such formal letter/requisition approved by the said Committee has to be placed before the authorized signatories within forty-eight (48) hours from the time of receipt of the letter/requisition and the authorized signatories shall sign the cheques within twenty-four (24) hours from the date of receipt of the formal letter/requisition for disbursement of the required funds.

6. All original document apropos functioning of the Trust and the Institute, including original cheque books, shall be kept under the supervision of the Joint Special Officers and the Principal of the Institute in the office of the Principal under lock and key.

7. Neither parties shall take any policy decision or engage any new staff for running of the Trust and the Institute without taking leave of this Court."

5. It was specified in the said order that the scheme is restricted only for the smooth functioning of the educational institution, without influencing other charitable activities of the Trust.

6. Subsequently, a proceeding was initiated against the then Principal of the said educational institution under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (hereinafter referred to as "the POSH Act"). A notice was issued by the appellant No. 3, one of the trustees, to the other trustees on January 13, 2026 in the context of the recommendation of the Internal Complaints Committee (ICC) formed under the said Act to suspend the Principal till conclusion of the proceeding conducted by the ICC. The agenda of the meeting, as disclosed therein, was discussion over introduction of new courses and future prospects, apart from a decision on the steps to be taken in respect of the complaints against the Principal suggested by the ICC.

7. The respondent Nos. 1-4 and 6 took out an application for injunction in the above suit for restraining the plaintiffs/appellants from holding any meeting on daily functioning and/or holding meeting in view of the notice dated January 13, 2026 for taking any steps against the Principal and to take any policy decision of Gayatri Chetna Foundation Trust in violation of Order No. 14 dated June 2, 2025 in the suit.

8. By the impugned order, the learned Trial Judge partially allowed the injunction application, to the extent that the plaintiffs/appellants, including appellant No. 3 Subrata Dutta, were restrained from holding meeting of the Trust involving taking any decision relating to introduction of a new course in the institution and future prospects thereof without the leave of the court. However, the prayer for a restraint order with reference to steps to be taken against the Principal under the provisions of the POSH Act was refused on the ground that the court lacks jurisdiction to deal with such matter in the suit.

9. Being aggrieved by the first limb of the said order of injunction, the plaintiffs/appellants have preferred FMA 365 of 2026, whereas the respondents therein have preferred FMA 434 of 2026 against the second limb of the order, whereby injunction in respect of steps to be taken against the Principal under the POSH Act was refused.

10. Learned counsel for the appellants argues that the learned Trial Judge misinterpreted the scheme formulated in Order No. 14 dated June 2, 2025, which was restricted to the smooth functioning of the educational institution. As per Clause 7 of the said scheme, the parties were restrained from taking any policy decision or engaging any new staff for running of the Trust and the institute without taking leave of the court. The scope of functioning of the Joint Special Officers appointed thereby, under whom an Executive Committee of three members would operate, was limited to monitoring the affairs of the educational institution in terms of the scheme. Thus, as per the said scheme, the parties/trustees, as opposed to the Joint Special Officers or Executive Committee, were empowered to take any policy decision or engage new staff, subject only to the leave of the court. However, by the injunction order, the appellants/trustees have been restrained from holding a meeting in terms of the notice in question on the erroneous premise that the Joint Special Officers, with the assistance of the Executive Committee, and not the trustees, were empowered to take policy decisions.

11. It is next argued that in the appellants' written objection to the injunction application filed by the respondent Nos. 1-5, the appellants categorically pleaded that leave of court would be taken in the event any decision was taken in the meeting, to be called pursuant to the impugned notice. Hence, it was premature for the Trial Court to restrain the appellants from holding a meeting in terms of the said notice.

12. Learned counsel for the appellants further argues that although the appellant No. 3, who convened the meeting, is not a Managing Trustee, who is empowered under the Trust deed to convene such meetings, it has been categorically pleaded in the written objection that the defendant No. 1/Managing Trustee refused to hold any meeting throughout the tenure of the appellants despite being repeatedly asked to do so, compelling the appellant No. 3/trustee to call such meeting.

13. It is also argued that the discussion on new courses for the educational institution and the connected prospectus do not touch upon any policy decision and, as such, the learned Trial Judge erroneously proceeded to hold so.

14. As regards the composition of the Executive Committee, the same was, in terms of the scheme formulated by the Trial Court, to be headed by the "Chair of the Principal" and not the incumbent in the post. Thus, the proceeding under the POSH Act against the present incumbent is not violative of the scheme.

15. It is contended that due to the impugned injunction order, the functioning of the Trust and the educational institution has come to a standstill.

16. Learned senior counsel appearing for the respondent Nos. 1-4 argues that the learned Trial Judge categorically formulated a scheme which envisages that the Joint Special Officers, with the assistance of the Executive Committee, shall monitor the affairs of the educational institution in terms of the scheme. Clause 7 of the scheme, it is contended, is circumscribed by Clause 1, empowering the Joint Special Officers, as opposed to the trustees, to monitor all affairs of the educational institution. Hence, no policy decision can be taken or meeting held except under the aegis of and with the permission of the Joint Special Officers and the Executive Committee.

17. Secondly, it is contended that the appellants are seeking to alter the composition of the Executive Committee as formulated under Clause 3 of the scheme, which includes the Principal as the head of the Executive Committee, with two other nominated members by each of the parties.

18. Hence, it is argued that the learned Trial Judge was not only justified in passing the injunction order in respect of the disputed notice but ought to have passed an additional restraint order regarding further steps being taken against the Principal.

19. Upon hearing learned counsel for the parties, the court comes to the following conclusions:

20. Upon a perusal of the scheme, it is evident that a segregation has been made between the functioning of the Joint Special Officers and the trustees in Clauses 1 and 7 respectively. Whereas the charter of the Joint Special Officers, with the assistance of the Executive Committee, is to monitor the "affairs" of the educational institution in terms of the scheme, the "parties" (trustees) are empowered under Clause 7 to take any policy decision or engage new staff for running of the trust, subject only to the leave of the Trial Court. Clause 7 is *ex facie* not circumscribed by Clause 1 but the two operate in different fields. In the event Clause 1 is to be read into Clause 7, the latter Clause would be rendered redundant and superfluous.

21. The appellants, as trustees, are empowered to take any policy decision subject to the leave of the Trial Court. However, the learned Trial Judge misinterpreted the said provision in the impugned order to observe that policy decisions are to be taken only by Joint Special Officers with the help of the Executive Committee, which interpretation is *de hors* Clause 7.

22. Moreover, the learned Trial Judge erroneously referred to the word "prospectus", which is a corollary of introduction of new courses for the educational institution, as "prospects". There is a huge difference between the two. Whereas "future prospects" may (or may not) touch upon policy decisions, "future prospectus" coupled with "introduction of new courses" does not pertain to any policy decision as such but comes within the regular course of functioning of the educational institution.

23. Also, in terms of the scheme, the Joint Special Officers, with the assistance of the Executive Committee, are merely to monitor the affairs of the educational institution. As per Clause 4, thereof, disbursement of expenses required for running of the institute are to be routed through Joint Special Officers, timelines having been fixed in Clause 5 for a decision being taken on such requests for disbursal and for the authorised signatories to sign the cheque from the date of the receipt of the formal letter/requisition for disbursement. Clause 6 of the scheme enumerates that all original documents apropos functioning of the Trust and the institute, including new original cheque books, are to be kept under the supervision of Joint Special Officers and the Principal of the institute in the office of the Principal under lock and key.

24. Thus, the limited scope of activity of the Joint Special Officers, assisted by the Executive Committee, the contours of which can be gathered from

Clauses 4, 5 and 6 of the scheme does not touch upon policy decisions or regular functioning of the institute, apart from the control over the funds and the documents as well as monitoring the day to day affairs of the Trust and the educational institution.

25. The term “monitor” used in Clause 1 of the scheme implies a supervisory role and not direct meddling with the day-to-day functioning in every respect. The functioning of the institute would be paralysed if the Joint Special Officers are to be taken in the loop for every small decision in the regular course of affairs of the institute.

26. Insofar as the locus standi of appellant No. 3, as a trustee, to convene the meeting is concerned, Clause 25 of the Trust deed stipulates that the Managing Trustee shall “give information of the meetings” to all the trustees 5 days before the due date. Again, the Managing Trustee is required to be the Chairperson of all the meetings.

27. However, it is to be noted that Clause 25 does not mandate that the Managing Trustee has necessarily to convene a meeting. His role is restricted to informing the trustees about the meeting, which might or might not extend to actually convening the meeting.

28. Again, in the absence of the Managing Trustee, who is ordinarily to be the Chairman of all meetings, the Assistant Managing Trustee is permitted to be Chairman under Clause 25. In the absence of both of them, the trustees present in the meeting are permitted to unanimously or by majority select one of them to be the Chairperson of the meeting.

29. Thus, in the unique backfrop of the case, where the Managing Director has refused to call any meeting and no such meeting has been called over a considerable span of time by him, there is no specific bar in the Trust Deed to one of the convening the meeting. Hence, the impugned notice is also not violative of the Trust Deed *per se* on such count.

30. Insofar as the steps being taken against the Principal are concerned, the same is under the regime of the POSH Act, which is entirely beyond the scope of the suit. Hence, it cannot be said that the scheme formulated by the court under the contemplation of Section 92 of the Code of Civil Procedure can be cited as a bar to the law taking its own course under the POSH Act.

31. Another aspect of the matter is required to be noted. Clause 3 of the scheme stipulates that the "Chair of the Principal", as opposed to the "Principal", that is, the incumbent in the post of Principal, is to head the Executive Committee. Hence, the action taken under a different statutory regime against a particular incumbent in the said Chair at a particular point of time cannot have the effect of violating the scheme at all. Moreover, the Executive Committee only acts under the aegis of the Joint Special Officers as per the scheme. Thus, an alteration of the composition of the persons comprising the Executive Committee would not have any material bearing on the scheme. Clause 3 of the scheme contemplates the "Chair" of the Principal (by necessary connotation, whoever is holding that Chair at a particular point of time) to head the Executive Committee.

32. In any event, the Principal is not a nominated member of either party and, apart from him, two other nominated members from each side in the litigation constitute the Executive Committee. Thus, the action against a person holding the post of Principal or even his removal cannot have any bearing on the scheme or adversely affect the interests of any of the warring parties.

33. In such view of the matter, this court is of the opinion that the learned Trial Judge was justified in refusing injunction in respect of the steps being taken against the Principal but erred in law and in fact in passing an injunction order restraining the appellants from holding a meeting of the Trust involving taking any decision on introduction of new courses or future prospectus.

34. Even otherwise, the impugned injunction order is premature, since the appellants have categorically undertaken in their written objection to the injunction application that any decision taken in the meeting, to be held in pursuance of the notice, would be subject to approval of the court and would be placed before the court for such approval.

35. The mere act of issuing a notice convening a meeting on particular agendas cannot tantamount to a final implementation of the decision taken in the meeting which is to be held in future pursuant to such notice.

36. Accordingly, FMA 365 of 2026 is allowed and FMA 434 of 2026 is dismissed on contest, thereby setting aside the impugned order bearing no. 41 dated February 11, 2026 passed by the learned District Judge at Alipore, District-South-24 Parganas in Title Suit No. 04 of 2025 to the extent that the plaintiffs/appellants, including appellant No. 3, were restrained from holding meeting of the Trust involving taking any decision on introduction of new course in the institution or future prospects thereof without leave of the court and affirming the portion of the impugned order whereby the prayer for a restraint order with reference to the steps to be taken against the Principal under the provisions of POSH Act was refused.

37. The two applications, bearing CAN 1 of 2026 in each of the appeals, are consequentially disposed of as well.

38. There will be no order as to costs.

39. Urgent certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

(Sabyasachi Bhattacharyya, J.)

I agree.

(Biswaroop Chowdhury, J.)