

9th April,
2026
(AK)
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FMA 1719 of 2025

IA No: CAN 1 of 2025

VIR Bhan Goel & Sons (HUF)
Vs.
Skynet Tradecom Private Limited and another

Mr. Prabal Mukherjee, Sr. Adv.
Mr. Jaydeb Kr. Das
....for the appellant.

Ms. Kumkum Mukherjee
Ms. Arpita Saha
...for the respondents.

1. The present appeal has been preferred against the dismissal of the application of the plaintiff/appellant for temporary injunction.
2. The suit from which the appeal emanates has been filed by the plaintiff/appellant primarily for declaration that a development agreement between the parties, allegedly entered into on December 24, 2010, is valid and binding upon the defendant/respondent no.1.
3. In the plaint, the appellant also prayed for a decree of permanent injunction restraining the defendants and their agents from giving any effect or further

effect to a subsequent registered development agreement dated September 27, 2022.

4. The learned Trial Judge dismissed the temporary injunction application on the ground that although the plaintiff/appellant sought for a declaration of the validity of the unregistered and unstamped agreement dated December 24, 2010, the necessary consequential relief of specific performance was not sought.
5. Furthermore, the learned Trial Judge held that the plaintiff/appellant was guilty of suppression of the fact that there are existing tenants of the subject property while obtaining a sanction plan for development of the suit property.
6. Learned senior counsel appearing for the plaintiff/appellant submits that there was no material suppression at all on such count as well as that the relief of specific performance need not have been prayed for in the present suit, as framed, since a consequential relief of permanent injunction has been sought in respect of a subsequent agreement entered into the parties, which in effect seeks to negate the agreement of 2010.
7. However, we are unable to appreciate such contention of the appellant, since the effect of the declaration as sought as the principal relief in the suit would be that there would be a valid and binding development agreement between the parties

of the year 2010 without the plaintiff being tied up with the liability to seek a specific performance of the same.

8. Also, *prima facie*, the suit is hit by the proviso to Section 34 of the Specific Relief Act, 1963 (as amended till date) due to a declaration having merely been sought regarding the validity and subsistence of the agreement dated December 24, 2010, without the necessary consequential relief of specific performance of the said agreement.
9. Hence, even apart from other grounds, the injunction was rightly refused on such ground alone.
10. Accordingly, we do not find any scope of interference with the impugned order.
11. However, we make it abundantly clear that the observations arrived at by us as well as in the impugned order are tentative in nature and shall not sway the learned Trial Judge in adjudication of the suit, which shall be decided in accordance with law and independently of the observations indicated above.
12. FMA 1719 of 2025 is, thus, dismissed under Order XLI Rule 11 of the Code of Civil Procedure.
13. Consequentially, CAN 1 of 2025 is also dismissed.
14. There will be no order as to costs.

15. Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)

(Biswaroop Chowdhury, J.)