

Form No.J(2)

IN THE HIGH COURT AT CALCUTTA

Civil Appellate Jurisdiction

Appellate Side

Present : The Hon'ble Mr. Justice Sabyasachi Bhattacharyya
&
The Hon'ble Mr. Justice Supratim Bhattacharya

MAT No. 1899 of 2025

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CAN 1 of 2025

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CAN 2 of 2025

Kred Realities LLP

-VS-

Ishaani Electronics Pvt. Ltd. and others

For the appellant : Mr. Abhrajit Mitra, Sr. Adv.,
Mr. Satadeep Bhattacharyya,
Mr. Suraj Poddar,
Ms. Sriparna Mitra, Advs.

For the respondent no. 1 : Mr. Surya Prasad Chattopadhyay,
Mr. Ankit Chatterjee, Advs.

For the respondent nos. 3 & 4 : Mr. Biswaroop Bhattacharya,
Ms. Sanjukta Ghosh,
Mr. Amit Ghosh, Advs.

Heard on : June 29, 2026.

Judgment on : June 29, 2026.

Sabyasachi Bhattacharyya, J.:

1. The present challenge has been preferred against an order restraining the present appellant (respondent in the writ petition) from entering into any development agreement as well as from raising any type of construction over the subject property, the particulars of which are mentioned in the third schedule of the lease deed dated May 11, 1994, annexed to the writ petition.
2. Learned senior counsel appearing for the appellant submits that a Memorandum of Understanding (MoU) was entered into between the writ petitioner and the present appellant, pursuant to which the appellant was empowered to enter into a development agreement to undertake development work on the subject property.
3. However, subsequently, the writ petitioner wrote to the West Bengal Electronics Industry Development Corporation Limited (WEBEL), apparently its superior lessor, regarding certain perceived illegalities and irregularities in the MoU being entered into. Consequentially, WEBEL wrote to the writ petitioner, also disputing the legality of such MoU.

4. In a nutshell, the writ petitioner thereafter challenged the said communication of WEBEL, in the process also disputing the legality of the MoU itself.
5. Learned senior counsel submits that although the appellant does not have any serious role to play in the first prayer before the writ court, which is *inter se* between the WEBEL and the petitioner, the appellant is seriously prejudiced by the rest of the prayers made in the writ petition, *inter alia*, directing the respondent no. 1-State to declare whether the MoU dated March 30, 2016 is valid in the eye of law and other similar prayers.
6. Learned senior counsel further contends that the MoU between the writ petitioner and the appellant contained an arbitration clause, pursuant to which an application under Section 9 of the Arbitration and Conciliation Act, 1996 (in short “the 1996 Act”) was made and decided.
7. Subsequently, an Arbitrator was appointed under Section 11 of the 1996 Act and the Arbitral Tribunal has already assumed jurisdiction by commencing the arbitral process.
8. Thus, it is argued that the writ petition is also not maintainable on such count.

9. However, despite keeping the maintainability issue open, the learned Single Judge has passed the interim order impugned herein.
10. Learned counsel appearing for the writ petitioner/private respondent contends that although a MoU was purportedly entered into, the same is *de hors* the lease deed between the WEBEL and the writ petitioner as well as the grant in favour of WEBEL by the State of West Bengal.
11. It is further submitted that the MoU, *per se*, does not permit the appellant to develop the property at this stage.
12. Learned counsel appearing for the WEBEL submits that apart from the MoU being invalid in the eye of law, there are certain statutory and other restrictions in developing the subject property.
13. Upon hearing learned counsel for the parties, we find that the learned Single Judge, simultaneously with passing the impugned injunction order, kept the issue of maintainability open for being decided at the final hearing of the writ petition. However, the issue of maintainability also touches the *prima facie* case for grant of injunction; as such, the said issue ought

to have been decided, at least on a *prima facie* footing, before granting injunction.

14. Even otherwise, it appears *prima facie* that since the matter is sub judice before the Arbitral Tribunal under the trappings of the 1996 Act, keeping in view the restrictions imposed in Section 5 of the 1996 Act, least interference of the Court should be the norm.
15. Moreover, it may be doubtful as to whether the State has the adjudicatory authority under law to declare the MoU invalid, as per the reliefs sought in the suit.
16. A question also arises as to whether the writ petitioner is or is not barred by estoppel from challenging the veracity of the very MoU which it entered into.
17. Be that as it may, we restrain ourselves from commenting on the merits of the matter as well as the maintainability of the writ petition at this stage, leaving it open for the Writ Court to decide those issues.
18. However, the writ petitioner, in the circumstances as narrated above, ought not to be permitted to obtain an unbridled and unfettered injunction imposing restrictions on the appellant in view of the MoU entered into between the parties.

19. As such, MAT No. 1899 of 2025 is disposed of by modifying the impugned order dated September 25, 2025 passed in CAN 1 of 2025 in connection with WPA No. 10691 of 2025 to the extent that the injunction granted by the said order shall be subject to the writ petitioner/respondent no. 1 depositing Rs.19,00,000/- out of the entire consideration amount as reflected in the disputed MoU between the writ petitioner and the present appellant within ten days from date with the learned Registrar General of this Court in connection with the writ petition.
20. The interim order shall continue unconditionally for ten days from date, that is, till July 8, 2026.
21. In default of the above deposit within such period, the injunction order shall stand automatically vacated without further reference to the Court.
22. However, in case of such deposit being made, the interim order will continue as directed by the Writ Court.
23. The said deposit shall be subject to the outcome of the writ petition.
24. The impugned order also stands modified to the extent that the restraint order on the arbitral proceeding stands set aside

and it will be open to the Arbitral Tribunal to proceed with the arbitral proceeding between the parties.

25. We make it clear that the merits of the matter have not been entered into by this Court, including the maintainability of the writ petition, and it is the Writ Court which shall decide such issues finally.

26. We are apprised at this juncture that the Writ Court has already directed that the dismissal application filed by the appellant shall be treated as the affidavit-in-opposition to the writ petition and the writ petition is otherwise ready for hearing.

27. Hence, we hope and trust that the learned Single Judge shall decide the writ petition as expeditiously as the business of the said Court permits.

28. We further clarify that nothing in this order or the pendency of the matter before the Writ Court shall be construed to be a bar to the continuance of the arbitral proceeding pending before the Arbitral Tribunal between the parties.

29. CAN 1 of 2025 and CAN 2 of 2025 are also disposed of consequentially.

30. There will be no order as to costs.

31. Urgent photostat certified copies of the order, if applied for, be supplied to the parties at an early date.

I agree.

(Sabyasachi Bhattacharyya, J.)

(Supratim Bhattacharya, J.)