

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
Original Side

APOT/2/2026
IA No.GA /1/2026

RCTC ASSOCIATION AND ORS.

-VERSUS-

SMITA BAJORIA AND ANR.

APOT/6/2026
IA No.GA /1/2026

CONFLUENCE CONDO LLP

-VERSUS-

SMITA BAJORIA AND ANR.

BEFORE :
THE HON'BLE JUSTICE DEBANGSU BASAK
And
THE HON'BLE JUSTICE MD. SHABBAR RASHIDI
Date : 2nd February, 2026.

Appearance:

Mr. Anunoy Basu, Adv.
Mr. S. Ghose, Adv.
Mr. N. Chowdhury, Adv.
Ms. Deeptipriya, Adv.
...for the appellant in APOT/2/2026 &
Respondent in APOT/6/2026.

Mr. Ranjan Bachawat, Sr. Adv.
Mr. Jishnu Chowdhury, Sr. Adv.
Mr. Sanjay Ginodia, Adv.
Mr. Shwetank Ginodia, Adv.
Mr. Satyaki Mukherjee, Adv.
Ms. Mini Agarwal, Adv.
Mr. Shreyankar Nandy, Adv.
Mr. Sirin Firdous, Adv.
Mr. Abhidipto Tarafdar, Adv.
...for the appellant in APOT/6/2026 &
respondent in APOT/2/2026.

Mr. Surajit Nath Mitra, Sr. Adv.
Mr. Rajarshi Dutta, Adv.
Mr. A. P. Agarwala, Adv.
...for the respondent.

The Court :- Two appeals are taken up for analogous hearing as they emanate from the same impugned order dated December 24, 2025 passed in IA No. GA/1/2025 in CS/123/2025. By the impugned order, learned Single Judge considered a resolution adopted by a members' club with regard to development of such members' club and passed in terms orders with regard thereto.

The impugned order is interim in nature. The injunction application is yet to be finally decided.

APOT/2/2026 is at the behest of the members' club, a legal entity who holds the property of the members' club in trust and an office bearer of the members' club.

APOT/6/2026 is at the behest of a developer who entered into a development agreement with the members' club and the legal entity who holds the property of the members' club in trust.

After hearing the learned counsel appearing for the parties at length, we are of the views that interest of justice would be subserved by issuing the following directions:

- i) Appellant no.1 will convene an extraordinary general meeting of its members to consider and decide upon the supplemental development agreement dated September 20, 2025 in relation to the club and the legal entity holding the property of the club in trust;

- ii) The members of the club including the plaintiffs members are at liberty to participate in such meeting;
- iii) The appellants are at liberty to issue notice of the extraordinary general meeting either by electronic mail or otherwise;
- iv) Members of the appellant no.1 are at liberty to participate in such meeting either personally or through proxy;
- v) For a period of seven days from the date of the resolution adopted in the convened extraordinary general meeting, the parties in the two appeals will not take any steps in terms of the supplemental development agreement dated September 20, 2025;

We are passing the aforesaid direction in view of the fact that the appellant no.1 in APOT/2/2026 is a members' club and its affairs should be decided by its members in a domestic forum. To facilitate such appellant no.1 to decide on its affairs in the domestic forum, we direct convening of the extraordinary general meeting.

We are passing this order wholly without prejudice to the rights and contentions of the developer with regard to its rights in relation to the supplemental development agreement of its members in the manner as directed.

In view of our direction passed herein, the impugned order, save and except the affidavit portion, is set aside.

APOT/2/2026 and APOT/6/2026 along with all connected applications are disposed of without any order as to costs.

(DEBANGSU BASAK, J.)

(MD. SHABBAR RASHIDI, J.)

A/s.