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ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

RVWO/8/2026
IA NO: GA-COM/1/2026, GA-COM/2/2026

UCO BANK
VS
THE PEERLESS GENERAL FINANCE INVESTMENT CO LTD

BEFORE:
The Hon'ble JUSTICE BIVAS PATTANAYAK
Date: 20th May, 2026

Appearance:
Mr. Sailesh Mishra, Adv.
Mr. P. Das, Adv.
...for applicant/UCO Bank.

Mr. Rahul Karmakar, Adv.
Mr. Tapan Nag Chowdhury, Adv.
Mr. S. Mukherjee, Adv.
Mr. S. Saha, Adv.
...for respondent/plaintiff

GA-COM/2/2026

This is an application filed by applicant-Bank seeking for condonation of delay in filing of the review application.

It is contended by the review-applicant that the judgment in CS-COM/769/2024 was delivered on 30th April, 2025 dismissing the suit of plaintiff-Company. The review application has been filed on 10th March, 2026 resulting in delay of 284 days. After delivery of the judgment the plaintiff, respondent herein, demanded for withdrawal of the fixed deposit amount. The Bank was initially of the impression that the liberty granted by the Hon'ble Court to the plaintiff for withdrawal was subject to clarification of legal department. The plaintiff-respondent thereafter filed the Execution case being EC(COM) No. 492 of 2025. At that stage, the applicant-Bank found it necessary to file an application for review, which has occasioned in delay.

Mr. Sailesh Mishra, learned advocate for the review applicant submits that in paragraph no.16 of the judgment passed in CS-COM/769/2024, liberty was granted to the plaintiff-company to withdraw the amount which belonged to neither. In order passed in GA/324/2011, this Hon'ble Court has categorically observed that the amount does not belong to either of the parties. The amount of a sum of Rs.8,41,500/- was directed to be kept in a fixed deposit by the bank as secured amount. The amount was never deposited by the Plaintiff-respondent. Due to wrong impression that such liberty granted is subject to legal clarification there has occasioned delay in filing the review application. Since there is an error apparent on the face of the record, for extending substantial justice the delay in filing the review application ought to be condoned.

On the contrary, Mr. Rahul Karmakar, learned advocate representing the plaintiff-company submits there is a substantial delay of 284 days, which has not been explained. The condonation of delay is not a matter of right and should be dismissed where the explanation is short of sufficiency. He seeks to file affidavit-in-opposition to the application for condonation of delay.

At the outset, it is found that there is a delay of 284 days.

Before dealing with the aspect of delay, it would be apposite to place the facts on record.

The suit filed by the plaintiff-company seeking for a declaration and decree for a sum of Rs.14,01,732/- has been dismissed by this Court *vide* judgment dated 30th April, 2025. However, in paragraph no. 16 of the judgment, this Court has granted liberty to the plaintiff-company as follows:

> *"16. The plaintiff-company is granted liberty to withdraw the amount deposited along with accrued interest, with the defendant-Bank pursuant to order of this court dated 15th June, 2011 passed in GA 324 of 2011."*

It is the contention of the applicant-Bank that such amount of Rs. 8,41,500/- was never deposited by the plaintiff-company with the Bank. Such contention of the applicant-Bank has not been disputed on behalf of the plaintiff-respondent.

Now for better appreciation the relevant portion of order of 15th June, 2011 is reproduced as hereunder:

> *"The parties fight over a paltry amount that belongs to neither. The immediate application is for judgment on admission in the sum of Rs.8,41,500*
> *xxxxxxxxxxxxxxxxxxxxxxxxxxx*
> *For the moment, the plaintiff will be entitled to obtain refund of the sum of Rs. 8,41,500/- that remains on account of the plaintiff's depositors with the defendant subject to the plaintiff executing an indemnity bond in the form suggested by the bank making over the form. The bank is afforded a period of four weeks from date to hand over the appropriate format of the indemnity bond to the plaintiff. In the event the indemnity bond is executed by the plaintiff or in the in the event the period of four weeks has elapsed and format of indemnity bond has not been furnished by the bank to the plaintiff, the plaintiff will be entitled to receive the sum of Rs. 8,41,500/- from the defendant subject to the condition that a fixed deposit of such amount has to be opened by the plaintiff with any branch of the defendant that may be convenient to the plaintiff. The deposit will abide by the result of the suit.*

In default of the amount being made over by the defendant to the plaintiff in terms of this order, there will be a decree in favour of the plaintiff in the sum of Rs. 8,41,500/- together with interest thereon that would run after a period of four weeks from date at the rate of eight per cent per annum simple."

It is neither the case of the plaintiff-respondent nor the case of the defendant-Bank that either of the parties has deposited the said amount.

The Order dated 15th June, 2011 clearly records that the parties fight over a paltry amount that belongs to neither.

The Court while disposing of the suit has granted liberty to the plaintiff company to withdraw the amount that was deposited by them with the Bank. However, it is admitted position that no such amount was deposited by the plaintiff-respondent pursuant to order dated 15th June, 2011 passed in GA/324/2011. Therefore, the liberty granted in paragraph no. 16 of the judgment and decree dated 30th April, 2025 is an error apparent on the face of the record.

In such conspectus, it leaves no manner of doubt that the anomaly has arisen due to inadvertent mistake and error apparent which requires to be corrected.

In ***Shivamma (Dead) by Lrs.) versus Karnataka Housing Board & Ors*** reported ***2025 SCC Online SC 1969***, the Hon'ble Supreme Court in paragraph no. 118 observed as follows.

> *"118. The court must also desist from throwing the baby out with the bathwater. A justice-oriented approach must be prioritised over technicalities, as one motivation underlying such rules is to prevent parties*

> *from using dilatory tactics or abusing the judicial process. Pragmatism over pedanticism is therefore sometimes necessary, despite it appearing liberal or magnanimous. The expression "sufficient cause" should be given liberal construction so as to advance substantial justice."*

It is settled proposition of law that there should be a liberal, pragmatic, justice oriented and non-pedantic approach while dealing with an application for condonation of delay. For the courts are not supposed to legalise injustice but are obliged to remove injustice. The terms *"sufficient cause"* should be understood in proper spirit, philosophy and purpose and to be applied in proper perspective to the attending fact situation.

As indisputably, no amount was deposited by the plaintiff-respondent pursuant to order passed in GA/324/2011, hence in order to remove injustice and advance substantial justice by correcting the error apparent on the face of the record, this court does not deem fit to further delay the aspect by calling for affidavit-in-opposition. The mistake is inadvertent and error apparent and hence has to corrected.

Accordingly, the application for condonation of delay is allowed.

The application being **GA-COM 2 of 2026** stands disposed of.

RVWO 8 of 2026

This is an application filed by applicant-Bank seeking for review of the judgment dated 30th April, 2025.

Mr Mishra, learned advocate for the applicant-Bank submits that the direction in paragraph no.16 of the judgment granting liberty to the plaintiff-company to withdraw the amount deposited proceeded on a wrong assumption that the plaintiff-respondent had deposited certain amount whereas in fact no amount was deposited by the plaintiff-company. He seeks for review of such judgment.

In the foregoing paragraphs, it has already been found that the liberty granted to the plaintiff-company in paragraph no.16 of the judgment dated 30th April, 2025 to withdraw the amount deposited with the Bank is error apparent on the face of the record.

Order XLVII Rule 1 of the Civil Procedure Code provides as follows :

> ***"1. Application for review of judgment***.—(1) *Any person considering himself aggrieved—*
>
> *(a) by a decree or order from which an appeal is allowed, but from which no appeal has been preferred,*
>
> *(b) by a decree or order from which no appeal is allowed, or*
>
> *(c) by a decision on a reference from a Court of Small Causes,*
>
> *and who, from the discovery of new and important matter or evidence which, after the exercise of due diligence was not within his knowledge or could not be produced by him at the time when the decree was passed or order made, or on account of some mistake or error apparent on the face of the record or for any other sufficient reason, desires to obtain a review of the decree passed or order made against him, may apply for a review of judgment to the Court which passed the decree or made the order.*
>
> *(2) A party who is not appealing from a decree or order may apply for a review of judgment notwithstanding the pendency of an appeal by some other party except where the ground of such appeal is common to the applicant and the appellant, or when, being respondent, he can present to the Appellate Court the case on which he applied for the review.*
>
> *[Explanation.—The fact that the decision on a question of law on which the judgment of the Court is based has been reversed or modified by the subsequent decision of a superior Court in any other case, shall not be a ground for the review of such judgment.]"*

Bearing in mind the above provision and in view of the discussion made herein above, since it is found that the liberty granted in paragraph no.16 of the judgment dated 30th April, 2025 is error apparent on the face of the record, this court is inclined to allow the review application.

Accordingly, the liberty granted to the plaintiff-company, to withdraw the amount deposited along with accrued interest, with the defendant-Bank pursuant to order of this court dated 15th June, 2011 passed in GA 324 of 2011 *vide* paragraph 16 of the judgment dated 30th April, 2025, hereby stand withdrawn.

The review application being **RVWO/8/2026** is allowed and disposed of.

The judgment dated 30th April, 2025 is modified to the above extent.

This order shall form part of judgment dated 30th April, 2025.

Department is directed to act accordingly.

GA-COM 1 of 2026

This is an application for stay of operation and execution of paragraph no.16 of the judgment dated 30th April, 2025 in CS (Com)/769/2024.

Mr Mishra, learned advocate for the applicant-Bank does not intend to press the application.

In view of the above submissions, the application being **GA-COM 1 of 2026** stands dismissed.

(BIVAS PATTANAYAK, J)

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