

**In The High Court at Calcutta  
Commercial Division  
Original Side**

**EC-COM/106/2025**

ASHOK JARIA  
VS  
M/S SENCO JEWELLERS PRIVATE LIMITED

**BEFORE:  
The Hon'ble JUSTICE ANIRUDDHA ROY  
Date : June 8, 2026.**

Appearance:  
Mr. Sunil Singhania, Adv.  
Mr. Shivam Singhania, Adv.  
...for the decree holder.

The Court: Mr. Sunil Singhania, learned advocate appears for the plaintiff/decreed holder.

Ms. Payel Som, learned advocate appears for the defendant/judgment debtor.

The principal amount under the decree has already been paid, as informed by Mr. Singhania, learned advocate for the plaintiff.

The plaintiff claims interest for a total sum of **Rs. 6,48,000/-** for the period **March, 2025 till May, 2026**.

The record shows that there is no agreement with regard to such interest.

The law is trite that when there is no agreement between the parties for payment of interest or there is no statutory prescription for payment of interest, it is at the discretion of the Court to grant interest.

In view of the above, the judgment debtor shall pay a lumpsum interest of **Rs. 5,50,000/-** to the decree holder. The said interest shall be

paid by the judgment debtor by equal **five installments** which shall commence on and from **July 1, 2026** and then shall be paid on the first day of every calendar month of the successive months.

In default of any of the installments, the judgment debtor shall have to pay a total sum of **Rs. 6,48,000/-** to the decree holder.

With the above observations and directions, the instant execution proceeding being **EC-COM/106/2025** stands **disposed** of, without any order as to costs.

**(ANIRUDDHA ROY, J.)**

Arsad