OCD-1

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL APPELLATE DIVISION
ORIGINAL SIDE

APDT/10/2026
WITH CS-COM/697/2024
IA No.GA-COM/1/2026

SKIPPER FURNISHING PVT. LTD.

-VERSUS-

ANUBANDH FINANCIAL SERVICES PVT. LTD. AND ANR.

Present :
The Hon'ble Justice Debangsu Basak
-And-
The Hon'ble Justice Md. Shabbar Rashidi

For the Appellant	**:**	*Mr. Anirban Ray, Sr. Adv.* *Mr. Debdut Mukherjee, Adv.* *Mr. Nikunj Berlia, Adv.* *Mr. Varun Kothari, Adv.* *Ms. Urvashi Jain, Adv.*
For the Respondent	**:**	*Mr. Aniruddha Mitra, Sr. Adv.* *Mr. Deepnath Roychowdhury, Adv.* *Mr. Debraj Sahu, Adv.* *Ms. Jyoti Routh, Adv.* *Mr. Bhaskar Dewadi, Adv.* *Mr. Tamoghna Saha, Adv.*
HEARD ON	:	06.05.2026
DELIVERED ON	:	06.05.2026

DEBANGSU BASAK, J.:-

1. **IA No.GA-COM/1/2026:** Considering the causes shown in the application for condonation of delay and for the ends of justice, delay of 172 days in making and filing the appeal is condoned.

2. Accordingly, IA No.GA-COM/1/2026 is disposed of.

3. Appeal is taken up for final hearing.

4. **APDT/10/2026:** Appeal is directed against the judgment and decree dated June 25, 2025 passed in IA GA-COM/2/2024, CS-COM/697/2024.

5. By the impugned judgment and decree, learned Single Judge decreed a portion of the claim of the respondent no.1. Learned Single Judge directed the appellant to pay a sum of Rs.30 lakhs being the principal amount along with interest @ 10% per annum from June 19, 2019 till realization of the total decretal amount.

6. Learned Senior Advocate appearing for the appellant submits that, the appellant was served with a copy of the plaint which underwent amendments subsequent to the scrutiny made by the Department. He submits that, therefore, provisions of Order XXXVII of the Code of Civil Procedure, 1908 were not complied with. In this regard, he draws the attention of the Court to the corrections incorporated in the plaint subsequent to the scrutiny made by the Department.

7. Learned Senior Advocate appearing for the appellant submits that, there is an issue of limitation involved in the suit. The loan transactions are of 2014. The suit was filed in 2024. He refers to the pleadings in the plaint and submits that, the cause of action for the suit was stated to arise from 2019. Therefore, the award of interest from 2014 to 2019 is wrong and incorrect.

8. Referring to the provisions of the Limitation Act, 1963 learned Senior Advocate appearing for the appellant submits that, the period of limitation since 2014 till the date of filing of the suit is not explained in

the plaint. The claim, according to him, is barred by the laws of limitation. At least, the claim on account of interest is barred by limitation.

9. Learned Senior Advocate appearing for the appellant submits that, there is no written contract between the parties. He submits that, at best, the contract was for payment of interest and that too at a rate less than 10% per annum. Consequently, the suit under Order XXXVII of the Code of Civil Procedure, 1908 is not maintainable.

10. Learned Senior Advocate appearing for the appellant submits that, in the execution proceedings, since, the appellant secured the principal amount. Since a substantial portion of the claim stands secured, the appellant is entitled to unconditional leave to defend.

11. Respondent no.1 is represented.

12. None appears for the respondent no.2.

13. Respondent no.1 lent and advanced a sum of Rs.30 lakhs to the appellant. Receipt of Rs.30 lakhs by the appellant is admitted. In response to a query of the Court as to the nature of transactions for the appellant to receive the sum of Rs.30 lakhs from the respondent no.1, learned Senior Advocate appearing for the appellant, on instruction, submits that, the interest was agreed to be paid only for a period of three months.

14. There are balance acknowledgements issued by the appellant to the respondent no.1 over a period of time since 2014 when loan was granted. The balance confirmation which are in writing, acknowledges both the principal and the liability on account of interest. Rate of

interest, therefore, stands acknowledged by the appellant along with the principal.

15. The appellant failed to raise any bona fide defence to the claim made by the respondent no.1. Learned Trial Judge was, therefore, correct in classifying the defence of the appellant as moonshine.

16. Question of limitation does not arise since, over a period of time, at the end of every financial year, the appellant issued balance confirmation in writing. That apart, in 2019, the appellant issued a cheque which was not presented by the respondent no.1 at the request of the appellant.

17. Issuance of cheque is another act of acknowledgement of liability made by the appellant in 2019. Suit was filed in 2024.

18. Respondent no.1 is entitled to the benefit of the limitation as provided by the Hon'ble Supreme Court during the COVID era. Finding of the learned Single Judge in this regard cannot be faulted. Issue of limitation, therefore, is to be answered in favour of the respondent no.1 and as against the appellant.

19. The contention with respect to amendments in the plaint does assist the appellant. Plaint underwent scrutiny in the Department. Typographical mistakes and grammatical errors in the plaint were attended to. The corrections incorporated did not change the nature and character of the suit.

20. In view of the discussion above, we do not find any ground to interfere with the impugned judgment and decree.

21. Accordingly, APDT/10/2026 is dismissed without any order as to costs.

(DEBANGSU BASAK, J.)

22. I agree.

(MD. SHABBAR RASHIDI, J.)

A/s.