

**IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE**

Present:

The Hon'ble Justice Sugato Majumdar

CS/121/2015

PIC DEPARTMENTALS PVT. LTD.

VS

SETH MANNALALJI SURANA MEMORIAL TRUST & ORS.

For the Plaintiff : Mr. Arup Nath Bhattacharya, Adv.
Ms. Sayani Das, Adv.

Hearing concluded on : 23/03/2026

Judgment on : 25/03/2026

Sugato Majumdar, J.:

This is a suit for declaration as well as mandatory and perpetual injunction.

Sum and substance of the plaint case is that the Plaintiff carries on business as franchisee of M/s Raymond Limited having its shop at premises no. 7/1A, Lindsay Street (Nellie Sengupta Sarani), Kolkata-700087 (hereinafter referred to as “the said shop-room”). The Defendant No. 1 is the absolute owner of the premises at the crossing of Lindsay Street and Madge Lane, Kolkata known as premises no.7/1C, Lindsay Street, Kolkata-700087. The said shop-room is in the ground floor of the said premises no. 7/1C, Lindsay Street, Kolkata-700087. Original lessee of the said shop-room sub-leased the same in favour of the Plaintiff in terms of a registered deed dated 23rd June, 2000 on the strength of which the Plaintiff started carrying on business. Subsequently, the original lessee surrendered his possession to the lessor,

namely, Defendant no. 1 and the Plaintiff became direct tenant under the Defendant no. 1 in respect of the shop-room.

For the purpose of running business in the said premises, the Defendant no. 1 granted exclusive permission to the Plaintiff to install glow signboard or neon signboard or any other signboard on the parapet wall of the first floor verandah of the premises no. 7/1C, Lindsay Street (Nellie Sengupta Sarani), Kolkata-700087.

The Defendant no. 3 is the sole proprietor of the Defendant no. 2 who started interfering with and obstructing, repairing and renovation works of the signboard of the Plaintiff. This happened from the later part of the year 2014. Subsequently, in the month of April, 2015, the Defendant no. 3 obstructed the Plaintiffs repairing and/or replacing of the glow signboard on the parapet wall. It was further averred that the Plaintiff obtained permission from Kolkata Municipal Corporation for placing the glow signboard or neon signboard or any other signboard on the parapet wall. On being so obstructed by the Defendant no. 3, the Plaintiff approached the Officer in Charge of New Market Police Station and filed appropriate applications before the Executive and Metropolitan Magistrate, 10th Court, Kolkata.

Presently, the Plaintiff has filed the instant suit, praying for decree for declaration that the Plaintiff has a right to install and keep installed glow signboard or neon signboard or any other signboard on the parapet wall of the first floor verandah of premises no. 7/1C, Lindsay Street (Nellie Sengupta Sarani), Kolkata-700087 and to repair and/or renovate and/or replace the same as and when required; decree for mandatory injunction against the Defendant no. 1, decree for perpetual injunction, restraining the Defendant no. 2 and 3 from disturbing and/or interfering with peaceful execution of the work of repairing and/or renovating or do otherwise/ glow signboard/neon signboard or any other signboard install or to be

installed in the parapet wall of the first floor verandah of premises no. 7/1C, Lindsay Street (Nellie Sengupta Sarani), Kolkata-700087 along with other prayers.

Writs of summons were served upon the Defendant on 12/06/2017; since then, none appeared or filed written statement on behalf of the Defendants. This Court, therefore, marked the suit as undefended in terms of order dated 11/09/2025.

On behalf of the Plaintiff, one Rakesh Kumar Chamaria examined himself as PW-1.

PW-1 produced among others, Ext. B is a letter dated 10/10/2001 whereby the predecessor of the Plaintiff company was given exclusive permission to install glow signboard or neon signboard or any other signboard on the parapet wall of the first floor verandah of the premises no. 7/1C, Lindsay Street (Nellie Sengupta Sarani), Kolkata-700087. Ext.I is a letter issued by Defendant no. 1 in favour of the Plaintiff dated 12/02/2015, conferring exclusive right on the Plaintiff to install signboards on the parapet wall of the first floor of the verandah, confirming the pleading. Other documents include permission of Kolkata Municipal Corporation to place signboard (Ext.J) monthly rent invoice, deed of lease, deed of confirmation and other documents.

Unchallenged testimony of the Plaintiff established that the Plaintiff has a right to place signboard or glow signboard or neon signboard or any other signboard on the parapet wall of the first floor verandah of the premises no. 7/1C, Lindsay Street (Nellie Sengupta Sarani), Kolkata-700087. It is also established that the right so granted to the Plaintiff by the Defendant no. 1 is exclusive one, meaning thereby, no one has right to interfere into installing or placing the glow signboard or signboard or any other signboard, only subject to withdrawal of permission by the

landlord, namely, Defendant no. 1. The Plaintiff is, therefore, entitled to the prayers made in the suit.

It is ordered that let there be a declaratory decree for declaration that the Plaintiff has a right to install and keep installed glow signboard, neon sign board or any other signboard on the parapet wall of first floor verandah of premises no. 7/1C, Lindsay Street, Kolkata-700087 and to repair and/or renovate and/or replace the same as and when required by the Plaintiff without any obstruction and/or interference from the Defendants, till subsistence of permission given by the Defendant no. 1; let there be a decree of perpetual injunction restraining the Defendant nos. 2 and 3 and each one of them from disturbing and/or interfering with the peaceful execution of the repairing works and/or renovating and/or replacing the glow signboard or neon signboard or any other signboard installed and/or to be installed by the Plaintiff on the parapet wall of first floor verandah of premises no. 7/1C, Lindsay Street, Kolkata-700087 in any manner whatsoever, till permitted to do so.

Let the decree be drawn up.

The instant suit is disposed of accordingly.

(Sugato Majumdar, J.)