

In the High Court at Calcutta
Commercial Division
Original Side

IA NO. GA-COM/1/2025
In CS-COM/142/2025

MOHATA PROJECTS LLP
VS
KHIMJEE HUNRAJ

BEFORE:

THE HON'BLE JUSTICE **ANIRUDDHA ROY**

Date : APRIL 6, 2026.

Appearance:

Mr. Rajarshi Dutta, Adv.
Mr. Vikas Baisya, Adv.
Mr. Sourojit Dasgupta, Adv.
Mr. Anshunath Chakraborty, Adv.
Ms. Ranjana Seal, Adv.
.. for Plaintiff.
Mr. Rupak Ghosh, Adv.
Mr. Shovik Chakraborty, Adv.
Mr. Debadyuti Chakraborty, Adv.
Ms. S. Ghosh, Adv.
..for Defendant.

The Court:- Mr. Rajarshi Dutta, learned advocate appears for the plaintiff/tenant.

Mr. Rupak Ghosh, learned advocate appears for the defendant/landlord.

This is a suit filed by the tenant with the following reliefs:

“In such circumstances, the plaintiff seeks leave dispensing with the mandatory pre-institution mediation as contemplated under Section 12A of the Commercial Courts Act, 2015 and claims:

(a) Declaration that the plaintiff is entitled to remain in peaceful possession of the suit premises and to sublet the same without reference to the defendant, in accordance with the agreement dated 25th January 1988.

(b) Declaration that the defendant does not have any right to terminate the agreement, save and except in accordance with the provisions of the agreement dated 25th January 1988.

(c) Declaration that the notice dated 22nd August 2025 is null and void, invalid, inoperative and/or non-est in the eye of law and the same be delivered up and cancelled.

(d) Perpetual injunction restraining the defendant and/or its men, agents, assigns, alter egos, servants etcetera from disturbing and/or interfering with the peaceful possession of the plaintiff and/or its sub-lessee and/or to otherwise interfere with the rights of the plaintiff as recorded in the agreement dated 25th January 1988.

(e) Perpetual injunction restraining the defendant from taking any steps to evict the plaintiff except in accordance with the agreement dated 25th January 1988, either on the basis of the notice dated 22nd August 2025 or otherwise.

(f) Receiver.

(g) Attachment.

(h) Costs.

(i) Such further and/or other relief or reliefs, as may be deemed fit and proper by this Hon'ble Court.”

An interim order has been passed by a **co-ordinate Bench** dated **September 25, 2025** restraining the landlord from disturbing and/or

interfering with the peaceful possession of the plaintiff and/or its sub-tenants.

At this juncture, Mr. Rupak Ghosh, learned advocate appearing for the landlord, on instruction from his learned advocate on record, submits that the landlord has already served a notice terminating the tenancy dated **November 18, 2025**.

Perusing the reliefs claimed in the plaint filed by the tenant, this Court is of the firm and considered view that the reliefs claimed in the plaint can be taken by the tenant as a defence, in the event an eviction suit is filed by the landlord. However, till date there is no eviction suit filed by the landlord.

Mr. Rupak Ghosh, learned advocate appearing for the landlord, on instruction from his learned advocate on record present in Court, further submits that they shall not evict the tenant without due process of law.

After considering the reliefs claimed in the plaint and the submissions made on behalf of the landlord, this Court is of the further view that there is no requirement of keeping this suit pending any further, filed by the tenant.

However, the tenant shall be at liberty to take all its defence that will be available to him, if any eviction suit is filed by the landlord against it. The defence of the tenant would also cover the points taken by the tenant in the instant suit.

It is made clear that, this Court has not expressed any opinion on the claims and rival claims of the parties in the instant suit and

parties shall be at liberty to raise all their points in an appropriate proceeding, if initiated.

It is also made clear that this Court has not expressed any opinion on the termination notice dated **November 18, 2025** issued by the landlord. This Court has also not expressed any opinion on the Agreement for Tenancy dated **January 25, 1988**.

Affidavit in reply filed in Court today by the tenant is taken on record.

In view of the above, nothing further survives in the instant civil suit.

Accordingly, by consent of the parties, the suit is treated as on day's list, and the instant civil suit being **CS-COM/142/2025** stands disposed of, without any order as to costs.

The order of injunction passed in the civil suit stands vacated.

All connected interlocutory applications also stand disposed of.

(ANIRUDDHA ROY, J.)

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