

(2026) 07 CAL CK 0123

In the Calcutta High Court, Original Side

Case No : APOT/122/2026, IA No. GA-COM/1/2026

Quintet Ventures Private Limited

APPELLANT

Vs

Sandeep Gupta and Others

RESPONDENT

Date of Decision : 20-07-2026

Acts Referred:

Commercial Courts Act, 2015 — Section 12A
Code of Civil Procedure, 1908 — Order VII Rule 11

Citation : 2026:CHC-OS:317-DB

Hon'ble Judges : Debangsu Basak, J.;Ajay Kumar Gupta, J.

Bench : Division Bench

Advocate : For the Appellant: Ms. Jyotika Kalra, Adv.(V.C.), Mr. Joydeep Mukherjee, Adv. (V.C.), Mr. Indudeep Singh, Adv., Mr. Aditya Jha, Adv., Mr. Aniruddha Mukherjee, Adv., Mr. Gunjan Kumar Singh, Adv., Mr. Prashant Kumar Singh, Adv., Mr. Prakash Mishra, Adv.; For the Respondent: Mr. Jishnu Chowdhury, Sr. Adv., Mr. Kuldeep Mallick, Adv., Mr. Ratul Das, Adv., Mr. Arun Upadhyay, Adv.

Final Decision : Dismissed

Judgement

1. Appeal is directed against the order dated June 11, 2026.
2. Appeal is at the behest of a defendant in a suit for eviction.
3. Admittedly, the defendant is in default of payment of lease rental.
4. Learned Judge calculated the amount of default and directed that the bank accounts of the appellant to stand attached.
5. Learned Advocate appearing for the appellant submits that, a sum of Rs.52,00,000/- is due and outstanding. She submits that the, appellant is agreeable to deposit such sum as security.
6. The other contention of the appellant is that, the respondent as the plaintiff, did not undertake pre institution mediation. Therefore, institution of the suit in the Commercial Court is bad in law. An application under Order VII Rule 11 of

the Code of Civil Procedure, 1908 is pending in such respect.

7. We find from the records that, initially, a suit for eviction was filed. On the ground of no urgency, initial leave granted under Section 12A of the Commercial Courts Act, 2015 in the first suit was recalled. The respondent as the plaintiff thereafter initiated pre institution mediation under Section 12A of the Act of 2015. Such pre institution mediation failed.

8. Thereafter, the respondent as the plaintiff instituted the present suit for eviction. In such suit, the respondent as the plaintiff applied for interim reliefs. Impugned order is one of the reliefs granted to the respondent.

9. Admittedly, the appellant is occupying a leasehold premises without paying the occupation charges.

10. The monthly rent of lease rental is Rs.11,11,000/- per month. It is outstanding since the month of May, 2025. As on date, therefore, the appellant is in default in excess of 14 months.

11. By the impugned order, learned Trial Judge, passed an order of injunction restraining the appellant and its men, agents, servants and assigns from dealing with or operating two bank accounts of the appellant or any other bank account without leaving arrears of the lease rental in such amounts.

12. The injunction petition in which the impugned order was passed is yet to be disposed of finally.

13. The respondent as the plaintiff made a strong prima facie case to go to trial. The balance of convenience and inconvenience lies overwhelmingly in favour of the respondent. Irreparable prejudice would be caused in the event interim order as directed is not passed.

14. Essentially, the appellant seeks to enjoy the immovable property without paying the occupation charges.

15. Learned Single Judge exercised discretion which cannot be classified as perverse. The view expressed by the learned Single Judge is plausible in the facts and circumstances of the present case.

16. In such circumstances, we find no ground to interfere with the order impugned.

17. APOT/122/2026 along with connected application are dismissed, without any order as to costs.

OPINION OF AJAY KUMAR GUPTA, J.

18. I agree.