

(1928) 05 CAL CK 0020
In the Calcutta High Court

S.N. Banerjee

APPELLANT

Vs

Bengal Paint and Vanish Co.

RESPONDENT

Date of Decision : 02-05-1928

Acts Referred:

Citation : AIR 1928 Cal 531

Judgement

1. This is a rule against an acquittal. What happened in this case-is this : The opposite-party are a firm who carry on business in Calcutta. They tendered for certain goods to be supplied to the Municipality of Howrah. Their tender apparently was accepted and, in pursuance of the contract between the parties, the opposite party have sold goods from time to time to the Howrah Municipality. It is said on behalf of the Howrah Municipality that the opposite party who supply goods to the Howrah Municipality pursuant to the orders received in Calcutta carry on business in Howrah. A statement of this nature carries its own refutation and it is unnecessary to pursue the point further. The opposite party cannot be said by any stretch of language to be people who carry on business in Howrah. It follows, therefore, that the order made by the Deputy Magistrate on 13th September 1927 complained of by the Howrah Municipality cannot in any way be interfered with. The result is that this rule is discharged.