

**In the High Court at Calcutta
Commercial Division
Original Side**

CS-COM/89/2026

INTECH SAFETY PRIVATE LIMITED
VS
EASTERN COALFIELDS LIMITED AND ANOTHER

BEFORE:
The Hon'ble JUSTICE ANIRUDDHA ROY
Date : August 3, 2026.

Appearance:
Mr. Rupak Ghosh, Adv.
Mr. Varun Kothari, Adv.
Mr. Noorul Islam, Adv.
Ms. Ritika Pipalwa, Adv.
... for the plaintiff

The Court: Considering the fact that both the defendants, as described in the cause title, carry on their respective businesses within the territorial limit of this Court, there is no scope for praying for any leave under **Clause 12** of the **Letters Patent**. Accordingly, the prayer made in the plaint insofar as leave under **Clause 12** is concerned, the same shall be read to be as deleted from the plaint.

On reading of the averments made in **paragraphs 53** and **54** specifically in the plaint read with other paragraphs, it appears to this Court that the subject Bank Guarantee has already been invoked. Once the Bank Guarantee has already been invoked, this Court finds in the facts of this case that there cannot be any contemplation for urgent interim relief and hence, the parties should travel through the procedure

of pre-institution mediation, as provided under **Section 12A** of the **Commercial Courts Act, 2015**.

Accordingly, the plaint stands **rejected** only on this ground that the parties are referred for pre-institution mediation.

The matter stands referred to the **Member Secretary, Mediation and Conciliation Committee, High Court at Calcutta** to hold and conclude the mediation, in accordance with law, within **four weeks** from the date of communication of this order.

Court fees paid shall be returned to the plaintiff with a leave to utilize the same if a further suit is filed after the mediation on the self-same cause of action and between the self-same parties.

(ANIRUDDHA ROY, J.)

RS