

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
COMMERCIAL APPELLATE DIVISION
APPELLATE SIDE**

Present:

The Hon'ble Justice Debangsu Basak

And

The Hon'ble Justice Md. Shabbar Rashidi

AO-COM 23 of 2026

Triloka Sardar Alias Tiloka Sardar

Vs.

Subarna Enterprise & Ors.

With

CAN 1 of 2026

For the Appellant

: Mr. Sounak Bhattacharya
Ms. Bipasha Bhattacharyya

For the Respondent Nos. 1

: Mr. Tanmoy Mukherjee
Mr. Souvik Das
Mr. Rudranil Das

Hearing concluded on

: July 9, 2026

Judgment on

: July 9, 2026

Debangsu Basak, J.:-

1. Appeal is at the behest of the petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 and directed against Order No. 2 dated May 2, 2026.

2. By the impugned order, learned Commercial Court at Alipore refused to grant ad interim injunction in favour of the appellant.
3. Disputes relate to a development agreement.
4. Apparently, the parties before us entered into a development agreement. According to one of the respondents who is the developer, there are 9 owners in respect of two cottahs of land. Apart from such owners, the developer entered into separate agreements with other land owners. Land was amalgamated to 14 cottahs and odd. The developer made construction on amalgamated land. According to the developer, the petitioner as the appellant herein is entitled to 1200 sq.ft. of developed area. Developer issued notices to all 9 owners including the appellant who are entitled to that 1200 sq.ft. of developed area.
5. According to the appellant, she was not given possession of the developed area. The appellant was not paid the consideration as recorded in the deed of development. Therefore, according

to the appellant, she is entitled to interim protection at the ad interim stage as prayed for.

6. We find from the records that a development agreement was entered into between the appellant along with 8 others as owners of two cottahs of land, and the developer. Apart from the appellant, there are 8 other owners in respect of the same two cottahs. Developer entered into several other agreements with owners of other land. The entire land was amalgamated to about 14 cottahs and odd. Appellant along with the other co-owners are entitled to two cottahs of land.
7. So far as the development agreement is concerned, prima facie, it appears that the appellant along with 8 other owners are entitled to 1200 sq.ft. of the developed area.
8. Developer is ready and willing to make over 1200 sq.ft. of developed area to the appellant and the other co-owners. Developer issued notices to such effect to the owners of that two cottahs of land including the appellant.

9. In response to a query of the Court, learned advocate appearing for the appellant submits that the appellant is not ready to take possession of 1200 sq.ft of the developed area.
10. Given the facts and circumstances of the present case, it is debatable as to whether the appellant is entitled to interim protection at all or not. The appellant moved the petition under Section 9 of the Act of 1996 on May 2, 2026. Appellant is yet to refer the disputes to arbitration.
11. Moreover, Court is informed that some other co-owners of the same two cottahs of land filed a title suit where such owners did not obtain any relief. Likelihood of the present appellant being set up by the other co-owners cannot be overlooked at this stage.
12. In such circumstances, no case for an interim injunction is made out.
13. In such circumstances, we find no merit in the present appeal.

14.AO-COM 23 of 2026 and the connected application being **CAN 1 of 2026** are dismissed without any order as to costs.

(Debangsu Basak, J.)

15. I agree

S.D.

(Md. Shabbar Rashidi, J.)