

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
ORIGINAL SIDE**

Present:

The Hon'ble Justice Debangsu Basak
And
The Hon'ble Justice Md. Shabbar Rashidi

APOT/71/2026

With

CS/149/2021

IA NO. GA/1/2026

Punalur Paper Mills Limited

Vs.

KAHM Industries Private Limited & Ors

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APOT/73/2026

With

CS/149/2021

IA NO. GA/1/2026

Punalur Paper Mills Limited

Vs.

KAHM Industries Private Limited & Ors

&

APO/17/2026

With

CS/149/2021

IA NO. GA/1/2026

KAHM Industries Private Limited & Ors

Vs.

Punalur Paper Mills Limited

For the Kahm Industries Private Limited	:Mr. S.N. Mookherjee, Sr. Adv. Mr. Jishnu Saha, Sr. Adv. Mr. Sakya Sen, Sr. Adv.
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Mr. Shaunak Mitra, Adv.
 Mr. Ishaan Saha, Adv.
 Mr. Shiv Ratan Kakrania, Adv.
 Mr. Tanuj Kakrania, Adv.
 Ms. Shreya Goenka, Adv.
 Ms. Tapashya Bhattacharya, Adv.

For the Punalur Paper Mills Limited	:Mr. Souradipta Banerjee, Adv. Mr. Asif Sohail Tarafdar, Adv. Mrs. Fatima Hassan, Adv.
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Hearing Concluded on	: June 16, 2026
Judgement on	: July 15, 2026

DEBANGSU BASAK, J.:-

1. We have heard three appeals being APOT 71 of 2026, APOT 73 of 2026 and APO 17 of 2026. All three appeals have emanated out of the judgment and order dated March 31, 2026 passed by the learned Single Judge in GA No. 1 of 2021 and GA No. 4 of 2025 in CS No. 149 of 2021.
2. The defendant to the suit has filed APOT 71 of 2026 and APOT 73 of 2026 while the plaintiff has filed APO 17 of 2026. For the sake of convenience, the parties in the appeals are referred to in the manner as they appear in the cause title of the plaint of the suit.
3. Learned Senior Advocate appearing for the plaintiff has contended that, the plaintiff was granted a Power of Attorney dated November 21, 2011 in respect of immovable properties. He has referred the Power of Attorney and submitted that,

such Power of Attorney contains obligation to be discharged by the respective parties. He has contended that, the Power of Attorney has become irrevocable.

4. Learned Senior Advocate appearing for the plaintiff has contended that, the defendant purported to revoke the Power of Attorney dated November 21, 2011 on May 11, 2021. He has referred to such purported revocation of the Power of Attorney. He has contended that such revocation is bad in law.

5. Learned Senior Advocate appearing for the plaintiff has referred to the litigation between the parties. He has contended that, the rights between the parties have crystalized in the order dated April 5, 2022 passed by the Appeal Court and the order dated September 26, 2022 of the Supreme Court.

6. Learned Senior Advocate appearing for the plaintiff has contended that, since the plaintiff made out a prima facie case and the balance of convenience being in favour of the plaintiff and in the event the interim order was not granted, the plaintiff would suffer irreparable loss of injuries, the learned Trial Judge did not err in granting interim relief.

7. Learned Advocate appearing for the defendant has contended that, the Power of Attorney dated November 21, 2011 was litigation specific. He has referred to such Power of Attorney and submitted that one particular person, acted as both a donor and the donee of the Power of Attorney. In support of such contention, he has referred to the signatures appearing in the initial sale deed.

8. Learned Advocate appearing for the defendant has contended that in 2010, there was change in the shareholding of the company concerned. He has submitted that, the defendants are now in charge of control of the vendor of the immovable properties concerned.

9. Learned Advocate appearing for the defendant has contended that, the finding of the learned Single Judge in paragraph 27 of the impugned judgement and order is incorrect. He has submitted that, the Power of Attorney dated the November 21, 2011 is not coupled with any interest. Such Power of Attorney has superseded the Power of Attorney dated May 15, 2010. Therefore, the plaintiff does not have any valid right, title and interest in respect of the immovable property concerned.

10. Learned Advocate appearing for the defendant has contended that, the findings of the learned Single Judge in paragraphs 34 to 38 of the impugned judgement and order are incorrect. He has submitted that, the Power of Attorney dated October 15, 2010 is not valid. The plaintiff has no right, title and interest in respect of the immovable property concerned under the Power of Attorney dated May 15, 2010.

11. Learned Advocate appearing for the defendant has referred to the judgement and order dated July 5, 2023 passed in CS No. 149 of 2021 and the order No. 70 dated April 6, 2024 passed in Title suit No. 314 of 2021. He has contended that, the suit was stayed by the learned Single Judge.

12. Parties before us have been litigating in several fora in respect of an immovable property and rights in relation thereto.

13. The present appeal has arisen from the impugned judgment and order passed in CS No. 149 of 2021. Kahm Industries Private Limited along with Kunal Dalmia and Ranjo Roy Chowdhury have filed the suit seeking relief against Punalur Paper Mills Limited. The plaintiffs in the suit have

prayed for decree of delivery and cancellation of the deed of revocation dated May 11, 2021 of the Power of Attorney dated November 21, 2011 and a decree for perpetual injunction.

14. The plaintiffs have claimed that, plaintiff No. 1 is the sole and absolute owner of premises No. 13, Nellie Sengupta Sarani, Kolkata 700087 by virtue of a registered deed of conveyance. According to the parties, there have been acquisition proceedings in respect of the concerned premises.

15. Apart from the deed of conveyance, the parties had entered into an agreement by which the defendant had permitted the plaintiff No. 1 to open and operate a bank account in the name of the defendant for the purpose of receiving any compensation amount in respect of the acquisition proceedings. Defendant had also executed a Power of Attorney on May 15, 2010. Defendant had executed a 2nd power of attorney in favour of the plaintiff Nos. 2 and 3 on November 21, 2011.

16. Plaintiff No. 1 had filed a suit being Title Suit No. 314 of 2021 against the defendant seeking a declaration that the agreement dated May 15, 2010 is in force and subsisting as also a decree of declaration that the plaintiff No. 1 has every

right to operate and maintain the bank account. Plaintiff No. 1 had filed such suit on March 4, 2021.

17. Defendant had filed a suit being Title Suit No. 613 of 2021 against IndusInd Bank and its manager on May 21, 2021 seeking a declaration that, the defendant alone is entitled to operate the bank account standing in the name of the defendant through its authorised signatory along with other reliefs.

18. In such suit of the defendant, plaintiff No. 1 had been added as a party defendant by the order dated June 17, 2021 passed in the appeal being FMA No. 377 of 2021.

19. Defendant had filed a counterclaim in Title Suit No. 314 of 2021 on July 16, 2021 claiming a decree of declaration that, the Agreement dated May 15, 2010 is illegal void and not binding upon the defendant.

20. Defendant had purported to revoke the Power of Attorney dated November 21, 2011 on May 11, 2021. Plaintiffs had filed the present suit in the original side of the High Court being CS No. 149 of 2021 challenging the revocation of the Power of Attorney dated May 11, 2021 on August 10, 2021.

21. Defendant had filed a suit against the plaintiff No. 1 on February 21, 2022 being Title Suit No. 430 of 2022 seeking a decree for delivery up and cancellation of the deed of conveyance dated April 5, 2003 and for permanent injunction with regard thereto.

22. Appeal Court had disposed of three appeals directed against orders passed in Title Suit No. 314 of 2021 and Title Suit No. 613 of 2021 on April 5, 2022. By order dated April 5, 2022, the appeal Court has held that the cancellation of the Power of Attorney was illegal and that, documents executed in favour of the plaintiff no. 1 had established a clear right to receive the compensation.

23. Plaintiff had filed three separate applications under Order VII Rule 11 of the Code of Civil Procedure, 1908 in Title Suit No. 314 of 2021, Title Suit No. 613 of 2021 and Title Suit No. 430 of 2021.

24. Defendant has challenged the order dated April 5, 2022 of the Appeal Court by way of a Special Leave Petition. By the order dated September 26, 2022, Supreme Court has directed compliance with the order dated April 5, 2022 requiring to furnish security to the satisfaction of the Trial

Court. Supreme Court has also directed that, the amount should not be withdrawn from the bank account in IndusInd Bank Limited without permission of the Court.

25. By an order dated July 5, 2023, the learned Single Judge has dismissed the injunction petition of the plaintiff No. 1 and directed stay of CS No. 149 of 2021 till disposal of the other pending suits.

26. On appeal, directed against the order dated July 5, 2023, the Appeal Court by the order dated May 16, 2024 had directed the learned Single Judge to hear and dispose of the injunction petition.

27. The learned Trial Judge of the City Civil Court had heard all three suits analogously and allowed the applications under Order VII Rule 11 of the Code of Civil Procedure, 1908. Learned City Civil Court at Calcutta had rejected the plaint of Title Suit No. 613 of 2021, Title Suit No. 430 of 2022 and the counter claim made in Title Suit No. 314 of 2021.

28. Plaintiff No. 1 had applied for operating the bank account which was allowed by the learned trial Judge in Title Suit No. 314 of 2021.

29. Defendant had preferred three separate appeals challenging the order dated June 18, 2024, and such appeals are pending.

30. By the impugned judgement and order, learned Single Judge has disposed of two applications in CS No. 149 of 2021.

31. In granting relief to the plaintiffs, learned Single Judge, in the impugned judgement and order, has taken note of the fact that, the plaintiff No. 1 was exercising rights in respect of the property in questions since 2003. Learned Single Judge has taken note of the fact that, disputes arose only after the acquisition proceedings culminated into the award for the sum of Rs. 27 crores and odd.

32. Plaintiffs have been litigating in respect of the concerned property for a considerable period of time. Property concerned in the suit has been the subject matter of acquisition proceedings. Such acquisition proceedings have resulted in an award for the sum in excess of Rs. 27 crores.

33. There is a registered deed of conveyance in favour of the plaintiff No. 1 in respect of the property concerned. There are Power of Attorney executed from time to time in favour of the plaintiffs in respect of the property concerned. A plausible

view that, such Power of Attorney is coupled with interest cannot be overlooked at the interim stage.

34. Defendant has purported to cancel a Power of Attorney in respect of the property concerned. Plaintiffs have filed a suit seeking declaration that the purported cancellation of the Power of Attorney is of no consequence.

35. Pending adjudication of the issues that have arisen between the parties, it would be appropriate that, the subject matter of the litigation is protected and preserved. Consequently, learned Single Judge has granted relief to the extent and in the manner as noted in the impugned judgement and order.

36. Learned Single Judge has exercised discretion which cannot be termed to be perverse. Learned Single Judge has ascribed reasons for exercise of such discretion which again cannot be termed as perverse.

37. Parties before us are governed by the order dated April 5, 2022 passed by Appeal Court and the order dated September 26, 2022 of the Supreme Court. The parties are at the interim stage in the present appeal as was obtaining when, orders dated April 5, 2022 by the Appeal Court and the

order dated September 26, 2022 were passed by the Supreme Court.

38. In such circumstances, we find no ground to interfere with the impugned judgement and order.

39. APOT No.71 of 2026, APOT No. 73 of 2026 and APO No. 17 of 2026 along with all connected applications are disposed of without any order as to costs.

[DEBANGSU BASAK, J.]

40. I agree.

[MD. SHABBAR RASHIDI, J.]