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Rashmi Bubna Vs. Indrapuri Studios Private Ltd. and ors.

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Court : Kolkata

Decided On : Dec-03-2013

Judge : I. P. Mukerji

Appellant : Rashmi Bubna

Respondent : indrapuri Studios Private Ltd. and ors.

Judgement :

ORDER
SHEET GA NO.2137 OF 2013 CS NO.416 OF 2012 IN THE HIGH COURT AT CALCUTTA Ordinary Original Civil Jurisdiction ORIGINAL SIDE RASHMI BUBNA Versus INDRAPURI STUDIOS PRIVATE LTD.& ORS.BEFORE: The Hon'ble JUSTICE I.P.MUKERJ.Date : 3rd December, 2013.

APPEARANCE: MR.PRATAP CHATTERJEE, Sr.ADVOCATE, MR.R.BANERJI, MR.A.BAJORIA, MR.S.GHOSH, ADVOCATES MR.S.N.MITRA,SR.ADVOCATE, MR.D.K.JAIN, MR.A.ROY, MRS.V.BHATIA, MR.G.P.SHAW,ADVOCATES FOR DEFENDANT Nos.5,6 AND7The Court : An interim order was passed by this Court on 21st March, 2013 in the application (G.A.No.3366 of 2012 connected with C.S.No.416 of 2012) on inter alia the following terMs. (a) Since the rent earned by the company is Rs.8 to 9 lacs per month, I think not more than Rs.30 lacs should be used from the above amount of Rs.4.76 crores for the purpose of maintenance.

This sum is proportionate to the interest and rent received; (b) The rest of the amount Rs.4.46 crores approximately should be reinvested with the same bank on similar terms and conditions as the last deposit; (c) The company will be free to utilise the sum of Rs.30 lacs as well as the funds of the company but should furnish copies of the bank statement of the company to the plaintiff on a monthly basis to enable her to keep track of the banking transactions; (d) The fixed assets of the company should not be transferred, encumbered, or otherwise dealt with without the leave of this court; (e) The plaintiff and her husband will immediately return the books of accounts and other records of the company to the registered office of the company; (f) The padlock should be removed from the registered office of the company; otherwise, the company is permitted to break open the padlock, if any; (g) the The plaintiff is to be kept apprised of all developments taking place in the company and in order to ensure that, notice of board meetings to be held, together with the agenda, shall be served upon her; (h) Any information which the plaintiff want shall be promptly given by the board to her; The directions (c) to (h) are made keeping in view the order of the Division Bench dated 30th January, 2013.

In my opinion, the suit should be expedited.

Nothing more remains of the interlocutory applications.

No affidavits are invited.

Since no affidavits were invited the allegations contained in the petition are not deemed to have been admitted.

This application is disposed of by the above order.

All parties concerned are to act on a signed photocopy of this order on the usual undertakings. It is the complaint of the plaintiff, in this application, that none of the obligations to be complied with by the appearing defendants has been complied with by them.

Admittedly, there is no compliance by the appearing defendants with the stipulations (a).(b) and (c) of the above order.

Mr.S.N.Mitra, learned senior advocate appearing for some of the defendants justified this non-compliance on the ground that an appeal from the said order had been preferred by his client and that the same was still pending.

Furthermore, a contempt application taken out by the plaintiff was also pending.

Moreover, the plaintiff was in breach of her obligations under the said order dated 21st March, 2013, inasmuch as she and her husband had not returned the books of accounts and other records of the company to its registered address.

Furthermore, the plaintiff had also preferred an appeal from the said order dated 21st March, 2013, it was submitted.

I have perused the orders of the Appeal Court dated 12th April, 2013, 16th April, 2013 and 30th April, 2013.

I do not find that in any way the stipulations made in the order dated 21st March, 2013 have been changed.

Mere pendency of an appeal does not absolve a party of its obligations to comply with the order appealed from.

The pendency of a contempt application should not deter the Court from ensuring compliance with its order.

If an order of the Court goes without compliance, there cannot be any greater loss of authority and dignity, for the Court.

The Court should use all its authority to ensure compliance with its order.

There is no change of cause of action to warrant any further order.

This order is only to ensure that the existing order is complied with.

For these reasons, I appoint Mr.Biswabrata Basu Mallick, Advocate of Bar Association (Room 15).as Receiver to enure that the stipulations in (a).(b).(c) and (e) of the above order are forthwith complied with by the parties.

In default the Receiver will do the necessary acts for the parties to comply with the above order.

The Receiver will be paid an initial remuneration of 800GMs.by the plaintiff.

The concerned bank and all the parties will assist the Receiver.

The Receiver will file a compliance report by 16th January, 2014.

Nothing remains in this application.

Affidavits are not invited.

This application is disposed of by the above order.

Receiver, the Bank and all parties concerned are to act on a signed photocopy of this order on the usual undertakings.

(I.

Sb.P.MUKERJI, J.)

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