

**In The High Court at Calcutta**  
**Ordinary Original Civil Jurisdiction**  
**[Commercial Division]**  
**Original Side**

**Present: The Hon'ble Justice Aniruddha Roy**

**IA No. GA-COM/1/2024**

**In**

**CS-COM/712/2024**

**SKIPPER LIMITED**

**VS**

**PRABHA INFRASTRUCTURE PRIVATE LIMITED**

**For plaintiff:**

**Mr. Sabyasachi Choudhury, Sr. Adv.**

**Mr. Sayantan Bose, Adv.**

**Mr. Shounak Mukhopadhyay, Adv.**

**Ms. Manisha Das, Adv.**

**For defendant :**

**Mr. Jayanta Sengupta, Adv.**

**Mr. Ritoban Sarkar, Adv.**

**Mr. Dilawar Khan, Adv.**

**Ms. Apple Mughali Jimo, Adv.**

**Reserved on : 17.02.2026**

**Judgment on : 12.03.2026**

**ANIRUDDHA ROY, J.:**

**In Re: IA No. GA-COM/1/2024**

**Facts:**

1. This is an application filed by the plaintiff, inter alia, claiming the following reliefs in the notice of motion :-

- (a) Judgment and decree on admission for a sum of Rs.71,68,870.00 in terms of particulars pleaded in paragraph 58 hereof;
- (b) Interim interest and interest upon judgment at the rate of 24% (twenty four percent) per annum on the said sum of Rs.71,68,870.00 on and from June 2024 till realization thereof;
- (c) An order be passed directing the defendant to furnish sufficient and proper security for the said sum of Rs.71,68,870.00, claimed by the plaintiff in the suit;
- (d) In the alternative, an order be passed directing the defendant to show cause as to why it should not furnish security for the said sum of Rs.71,68,870.00, and if sufficient cause is not shown, an order of attachment before judgment be passed in respect of the defendant's said bank account, being Account No.08344015005486 held with Oriental Bank of Commerce, Sagra, Varanasi Branch situated at D-58 9, A-1, Sagra, Varanasi – 221002, or any sufficient part of the funds lying therein so as to satisfy any decree that may be passed in the suit;
- (e) Ad interim order(s) in terms of prayers above;
- (f) Such further and/or other order(s) as this Hon'ble Court may deem fit.

2. Plaintiff has filed the instant suit, inter alia, claiming price payable by the defendant to the plaintiff on account of goods sold and delivered. The principal claim in the plaint is for a sum of **Rs.40,07,102.00/-** together with interest as pleaded in paragraph 59 of the plaint. The plaint case is that the plaintiff has supplied materials for a total sum of Rs.1,06,39,068.00/- out of which the defendant has already paid a sum of Rs.66,31,966.00/- and the balance is the claim in the plaint. Case pleaded in the application is that since the defendant failed and neglected to pay the price of the goods sold and delivered by the plaintiff, the plaintiff earlier filed **CS No.195 of 2022** praying for a decree for a sum of Rs.49,95,155/- along with interest. In the said earlier suit, the defendant entered appearance and filed an application being I.A. GA/2/2022 praying for rejection of plaint. The defendant had

also filed written statement in the suit, **annexure A at page 49** to the application. By a judgment and order dated December 20, 2023, the plaint filed in CS No.195 of 2022 was rejected. Upon the plaint being rejected, the plaintiff availed of mediation under Section 12A of the Commercial Court Act, 2015. The mediation failed.

3. After the mediation failed, the instant civil suit has been filed.
4. The case made out in the instant application is that the defendant has admitted its liability to pay the balance principal price for the goods sold and delivered by the plaintiff for a sum of Rs.40,07,102.00/- as well interest as per the invoices raised by the plaintiff. The plaintiff states that such admission has been made by the defendant, inter alia, by way of its electronic mails dated **March 09, 2021, March 20, 2021 and September 08, 2021** as well as its representation made by the representative of the defendant in the meeting held by and between the parties on **August 23, 2021**. The plaintiff further pleads that the defendant has also admitted its liability to pay by issuing post-dated cheques dated **December 06, 2020 and March 16, 2021**. No tenable or valid defense was disclosed by the defendant in its written statement filed in CS No.195 of 2022.
5. In view of the above admissions on the part of the defendant, the plaintiff states that there existing no triable issues in respect of the claim of the plaintiff for a sum of Rs.71,68,870/- and no trial is required for the same. The plaintiff, thus, claims judgment and decree on admission for the said sum of Rs.71,68,870/- as against the defendant.

6. In the **instant suit** the **defendant** has not filed its written statement and has **forfeited** its right to file written statement under the provisions of the amended Rule 1 to Order VIII of Code of Civil Procedure, 1908.
7. In the light of the above, the plaintiff has filed the instant application praying for judgment and decree upon admission.

**Submissions :**

8. Mr. Sabyasachi Choudhury, learned Senior Advocate appearing for the plaintiff referring to the relevant purchase orders and the amended purchase orders read with the particulars set out in paragraphs 19 and 32 from the said application submits that, the materials were supplied by the plaintiff to the defendant in two tranches, the first lot (for short **lot-I**) was supplied, as detailed in paragraph 19 to the application for a total sum of Rs.51,39,807.00/- and the second lot (for short **lot-II**) as detailed in paragraph 32 to the petition, was supplied by the plaintiff for a sum of Rs.54,99,261/-. The said two lots aggregating a total sum of Rs.1,06,39,068/- out of the said sum, a total sum of Rs.66,31,966/- has been paid by the defendant as admitted by the plaintiff in paragraph 37 to the application leaving a balance principal claim for a sum of Rs.40,07,102/- as detailed in paragraph 38 to the application.
9. Mr. Sabyasachi Choudhury, learned Senior Advocate submits that the third lot initially was agreed upon to be supplied by and between the parties but the third lot of materials was ultimately not supplied by the plaintiff.
10. Mr. Sabyasachi Choudhury, learned Senior Advocate appearing for the plaintiff submits that till the last payment was made on January 27,

2021 or even shortly thereafter, the defendant has never raised any objection or demur with regard to the supply of goods by the plaintiff. Mr. Sabyasachi Choudhury, learned Senior Advocate refers to an email at **page 261** of the application (volume II) which is dated **March 09, 2021** and submits that the defendant through this email admitted the receipt of goods but informed that due to some issues with regard to their bank account, since the bank account got frozen, it was not in a position to release the payment in favour of the plaintiff. Immediately, plaintiff by its reply email dated **March 15, 2021**, at **page 262** to the application, informed the defendant that plaintiff would drop the post-dated cheques issued by the defendant for encashment. Mr. Sabyasachi Choudhury, learned Senior Advocate then immediately refers to **page 156** which is the first post-dated cheque (for short **the first PDC**) issued by the defendant for a sum of **Rs.37,66,486/-** dated **January 02, 2021** and the second post-dated cheque (for short **the second PDC**) at **page 221** to the application for a sum of **Rs.3,50,064/-** dated **March 16, 2021** and submits that despite these post-dated cheques having been issued by the defendant for encashment of its liability towards the plaintiff, the same could not be encashed because of some issues with regard to the bank account of the defendant.

- 11.** Mr. Sabyasachi Choudhury, learned Senior Advocate appearing on behalf of the plaintiff then refers to electronic mail of the plaintiff dated **August 24, 2022** addressed to the defendant and submits that plaintiff has informed the defendant that it had sold and supplied the materials to the defendant as per the terms agreed by and between the

parties and in terms of the purchase orders raised by the defendant. The materials were duly inspected by RITTS before dispatch as per inspection clauses under the contract. The materials were accepted then but still the payment has not been released by the defendant.

12. He then immediately refers to the email of the defendant to the plaintiff dated **September 08, 2021** at **page 280** to the application and submits that the defendant in acknowledgment of the transaction had specifically agreed to release 10 to 12 lakhs immediately and the defendant frivolously contended to hold a purported reconciliation by and between the parties on account of the materials supplied by the plaintiff. The contentions of the defendant for reconciliation in the said email dated September 08, 2021 is totally baseless, frivolous and without any materials.
13. Mr. Sabyasachi Choudhury, learned Senior Advocate then refers to, inter alia, paragraphs 10, 11, 13, 14, 15, 16, 17 to 22 from the written statement filed by the defendant in CS No.195 of 2022 at page 41 to the application and submits that on reading of those paragraphs it would be evident that the defendant has specifically and unequivocally admitted the transactions between the parties that the goods were supplied by the plaintiff and was purchased by the defendant. The issuance of post-dated cheques, as referred to above, have also been admitted by the defendant. The specific case of the defendant is that the defendant had accepted the goods to save itself from alleged commercial losses.
14. Mr. Sabyasachi Choudhury, learned Senior Advocate then refers to the averments made, inter alia, in paragraphs 18, 19, 24, 27, 32, 36 and 37

from the application and submits that the averments would clearly show that the plaintiff has made out a clear case of admission of liability on the part of the defendant towards the plaintiff.

**15.** Mr. Sabyasachi Choudhury, learned Senior Advocate then places paragraphs 3 (XX), (XXIII), (XXIV) read with paragraph 8 from the affidavit-in-opposition filed by the defendant and submits that the defendant purported to have raised an objection with regard to an alleged delay in supplying the second lot of materials which was allegedly for around 120 days. Save and except this, the defendant has made a bare denial of the statements of the plaintiff made in the application without any evidence on record. Contemporaneously there was no objection raised by the defendant with regard to the materials supplied by the plaintiff but only at the time of releasing payment after repeated demands made by the plaintiff, the defendant started taking various frivolous pleas to avoid such payment though, the record shows that there has been a clear admission of transaction by and between the parties that the goods were sold and supplied by the plaintiff and the defendant has clearly admitted the price payable to the plaintiff.

**16.** Mr. Sabyasachi Choudhury, learned Senior Advocate appearing for the plaintiff then refers to Section 55 of the Contract Act, 1872 and submits that if in the case of a contract voidable on account of promisor's failure to perform his promise at the time agreed, the promisee accepts performance of such promise at any time other than that agreed, the promisee cannot claim compensation for any loss occasioned by the non-performance of the promise at the time agreed, unless, at the time

of such acceptance, he gives notice to the promisor of his intention to do so. In the facts of the instant case, there is no contemporaneous complain raised by the defendant that there was delayed supply of goods by the plaintiff. After the goods having been received by the defendant when the plaintiff started pursuing its claim on account of price of goods sold and delivered, the defendant purported to have raised plea of delay. This is of no consequence in the eye of law.

- 17.** Referring to Section 42 of the Sale of Goods Act, 1930, Mr. Sabyasachi Choudhury, learned Senior Advocate appearing for the plaintiff submits that whereunder a contract, the property in the goods has passed to the buyer and the buyer wrongfully neglected or refused to pay for the goods according to the terms of the contract, the seller may sue him for the price of goods. In the facts of the instant case, admittedly, the enter goods supplied by the plaintiff in two lots, as narrated above, have been accepted and consumed by the defendant but the defendant failed and neglected to pay the agreed price under the contract to the plaintiff, right to sue had accrued in favour of the plaintiff for the price of goods. The defendant repeatedly acknowledged receiving of the goods from the plaintiff without raising any objection whatsoever contemporaneously.
- 18.** Mr. Choudhury submits that under Section 42 of the Sale of Goods Act, 1930, the buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them or when goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller or when, after the lapse of a reasonable time, he retains the goods without intimating to the seller



that he has rejected them. In the facts of the instant case no such rejection was there by the defendant. The defendant only stated after lapse of a considerable period of time after receiving the goods that the railway authority is not agreeable to accept the goods supplied by the plaintiff though, at the time of inspection of the goods supplied by the plaintiff by the agency of the railway authority, namely, RITTS, the goods had passed the qualifying test and was delivered by the plaintiff. The defendant at no point of time has rejected the goods, on the contrary had accepted the same.

19. Mr. Choudhury then submits that whereunder the contract of sale, the seller is bound to send the goods to the buyer where time is not specified, the seller is bound to send goods within a reasonable time as provided under Section 36 of the Sale of Goods Act. In the facts of the instant case, no objection whatsoever was raised contemporaneously by the defendant that the goods were not supplied by the plaintiff within reasonable period of time. It is only after lapse of considerable period of time, the defendant in its affidavit-in-opposition sought to have raised a plea of delay against the plaintiff but no contemporaneous complain was there.
20. Mr. Sabyasachi Choudhury, learned Senior Advocate appearing for the plaintiff referring to the provisions laid down under **Rule 6 to Order XII of Code of Civil Procedure, 1908** submits that while effecting the relevant amendments under the said provisions of Code of Civil Procedure, the legislature propounded the object and reason stating that where a claim is admitted, the court has jurisdiction to enter into a

judgment for the plaintiff and pass a decree on admitted claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of relief to which according to the admission of the defendant, the plaintiff is entitled. Where the other party has made a plain admission entitling the former to succeed, but it should apply and also wherever there is a clear admission of facts in the face of which it is impossible for the party making such admission to succeed, it becomes the fit case for judgment upon admission. The pleadings of the defendant filed before this Court including the written statement in the previous suit and the documents on record would clearly show that the defendant has admitted that goods were sold by plaintiff and was accepted by the defendant. The defendant has also admitted its liability and issued post-dated cheques. The defendant in acknowledgment of its liability had made part payments, therefore, there is no defense on the part of the defendant as against the claim of the plaintiff and accordingly, a judgment and decree should be passed on admission against the defendant. In support, he has relied upon a decision of the Hon'ble Supreme Court ***In the matter of: Uttam Singh Duggal & Co. Ltd. vs. United Bank of India and Others reported at (2000) 7 SCC 120.***

21. In the light of the above, Mr. Choudhury, learned Senior Advocate submits that the application should be allowed and there shall be a judgment and decree on admission against the defendant for sum, as claimed in the plaint.

- 22.** Mr. Jayanta Sengupta, learned Advocate appearing for the defendant while opposing the application has referred to the provisions laid down under **Rule 6 to Order XII** of Code of Civil Procedure and submits that the very object and purpose of the provision is to pass a judgment on admission made by the defendant. Therefore, the expression “**admission**” should be *ex facie* clear and unambiguous on the face of it.
- 23.** Mr. Jayanta Sengupta, learned Advocate further submits that the expression “**admission**” has to be tested in the touchstone of the records of the proceeding to find whether there is any such clear and unequivocal admission on the part of the defendant. Mere admission of transactions by and between the parties or that admission to the effect goods have been supplied by the plaintiff and received by the defendant would not be enough for the Court to grant its discretionary relief within the meaning of Rule 6 to Order XII of Code of Civil Procedure. The relief is discretionary.
- 24.** Referring to the said two post-dated cheques at pages 156 and 221 of the application, Mr. Jayanta Sengupta submits that since there was a GST issue pending between the defendant and the GST authority, the bank account of the defendant could not be operated by it. After dishonour of the cheques, the amount was paid by the defendant to the plaintiff and the plaintiff had acknowledged that payment.
- 25.** Mr. Jayanta Sengupta, learned Advocate appearing for the defendant refers to the emails and correspondences exchanged by and between the parties, inter alia, dated March 09, 2021 at page 261, and March 20,

2021 at page 263 to the application and submits that the defendant has not denied the transactions by and between the parties. The defendant has already made part payment to the extent of Rs.66 lakhs to the plaintiff. Learned Advocate for the defendant submits that it was the consistent stand of the defendant that there was a delay in supply of materials by the plaintiff to the ultimate consumer of the materials i.e., railways. The railways had raised certain dispute with regard to the specification of the materials, which according to the railways was not the materials they had opted for, as a result the payments were not released in favour of the defendant by the Railways.

**26.** Relying upon an email of the plaintiff dated August 24, 2021 at page 279 to the application, Mr. Jayanta Sengupta submits that the plaintiff had also contended that the defendant would release a sum of Rs.20 lakhs within August 29, 2021 and the balance may be released after the material reconciliation in the first week of September, 2021, though, the supply was completed in February 2021. He immediately refers to an email of the defendant dated September 08, 2021 at page 280 to the application and submits that some issues between the parties were there with regard to the supply of materials and after reconciliation of all materials supplied by plaintiff, the defendant was ready to reverse back of balance materials and the balance payment. It was also informed to the plaintiff that if railways would ready to consume all materials then payment would be made to the defendant.

**27.** Referring to the emails which have already been referred to on behalf of the plaintiff, the defendant submits that at no point of time the

defendant had admitted any particular quantum of sum as payable to the plaintiff on account of the goods sold and delivered by the plaintiff. To counter the submissions made on behalf of the plaintiff, referring to the various provisions of the Sale of Goods Act 1930, Mr. Jayanta Sengupta, learned Advocate for the defendant submits that immediately after the materials were found for reconciliation by the railways and immediately after the defendant was informed by the railways as such, the defendant duly informed the plaintiff. Therefore, unconditional acceptance of the goods irrespective of its quality supplied by the plaintiff was never there on the part of the defendant. The defendant has nowhere admitted any particular quantum of money payable to the plaintiff.

- 28.** Referring to the provisions laid down under Order XII Rule 6 of CPC, Mr. Jayanta Sengupta submits that it is always a discretionary remedy and unless the liability is unequivocally and unconditionally admitted for a particular quantum of money, there is no admission on which a judgment and decree can be passed. In the facts of the instant case, the email dated September 08, 2021 clearly shows that there was no unequivocal or unconditional admission by the defendant either with regard to quality of materials or with regard to any price payable to the plaintiff in respect of the materials so supplied by the plaintiff. Therefore, it is not a fit case for judgment upon admission. In support, reliance has been placed ***In the matter of: Himani Alloys Limited vs. Tata Steel Limited reported at (2011) 15 SCC 273.***

- 29.** In the light of the above, Mr. Jayanta Sengupta, learned Advocate appearing for the defendant has prayed for dismissal of the application.

**Decision :**

- 30.** After considering the rival submissions of the parties and on perusal of the materials on record, it appears to this Court, at the threshold, that the first two lots of materials were supplied by the plaintiff and that materials were ultimately supplied to railway. The total worth of the two lots were **Rs.1,06,39,068/-** out of which a part payment of **Rs.66,31,966/-** has been paid by the defendant leaving a balance principal sum of **Rs.40,07,102/-**, as detailed in **paragraph 38** to the application. Therefore, the defendant cannot deny the supply of goods by the plaintiff and its consumption by the defendant and/or ultimate consumption by the railways.
- 31.** The correspondence and emails referred to above, exchanged by and between the parties would clearly show that goods were supplied by the plaintiff and there was no contemporaneous complain raised by the defendant with regard to quality of goods. The defendant in acknowledgement of supply of the goods has also made part payment to the extent of **Rs.66,31,966/-** and even, thereafter, the defendant has not raised any complain with regard to supply made by the plaintiff. Only the two emails dated August 24, 2021 at page 279 and September 08, 2021 at page 280 to the application are now becoming relevant, which were exchanged by and between the parties. The email of the plaintiff to the defendant dated August 24, 2021 shows that the plaintiff contended and concluded, *inter alia*, that the defendant would release

Rs.20 lakhs within August 29, 2021 and the balance payment may be released after site materials reconciliation/GRM etc., and timeline decided was after first week of September 2021. The second email dated September 08, 2021 of the defendant to the plaintiff shows that as discussed with the plaintiff, the defendant was ready to pay Rs.10 to 12 lakhs on the next date. The defendant also requested the plaintiff to give its view. The said email also records that there was alleged discussion between the parties that after reconciliation of all materials supplied by plaintiff, the defendant will be ready to reverse back of balance materials and the balance payment of the plaintiff and if the railway is ultimately ready to consume the materials then the defendant would be ready to pay the balance payment to the plaintiff.

- 32.** The provisions laid down under **Rule 6 to Order XII of Civil Procedure Code, 1908** is quoted below :-

***“6. Judgment on admission – (1) Where admission of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admission.***

***(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”***

- 33.** The above provisions of CPC stipulates where an admission of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for determination

of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admission. The second provision of the Rule is the procedure.

- 34.** The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief, to which according to the admission of the defendant, the plaintiff is entitled. The rule must be construed strictly. Where the defendant has made a plain admission enabling the plaintiff to succeed, the plaintiff should apply and also wherefrom there is clear admission of facts on the face of which it is impossible for the defendant making such admission to succeed. Hence, the expression “**admission**” and “**clear admission on facts**” are of extreme relevance. Mere admission of the transactions by and between the parties that the goods were sold by plaintiff and the defendant had accepted it, would not suffice but also a clear admission of facts has to be there to the extent of unequivocal admission of quantum of liability. If the admission of transaction is admitted but the quantum is not unequivocally admitted or the admission is such coupled with any qualifying statement, the same should not be construed and treated as a clear admission of facts with regard to liability.
- 35.** The next expression used under Rule 6 sub-Rule 1 to Order XII of CPC is “**the court may at any stage of the suit**”. On a harmonious reading of the provisions, this Court is of the considered view that Rule 6 to Order XII of CPC is an enabling provision. It is neither mandatory nor peremptory but directory. The said expression “**the Court may ....**” itself shows that the legislature thought it fit to reserve the discretion of



the Court to be used judiciously, as if a judgment is passed under these provisions, the same will be a summary judgment without any trial which permanently adjudicates the rights of the parties by passing a decree against the defendant. Thus, unless the admission is clear, unambiguous and unconditional both in respect of the transaction and the liability, the discretion of the Court should not be exercised by negating the right of the defendant to defend the claim against it.

**36. In the matter of: Himani Alloys Limited (Supra),** the Hon'ble Supreme Court had observed as under :

*“11. It is true that a judgment can be given on an “admission” contained in the minutes of a meeting. But the admission should be categorical. It should be a conscious and deliberate act of the party making it, showing an intention to be bound by it. Order 12 Rule 6 being an enabling provision, it is neither mandatory nor peremptory but discretionary. The court, on examination of the facts and circumstances, has to exercise its judicial discretion, keeping in mind that a judgment on admission is a judgment without trial which permanently denies any remedy to the defendant, by way of an appeal on merits. Therefore unless the admission is clear, unambiguous and unconditional, the discretion of the court should not be exercised to deny the valuable right of a defendant to contest the claim. In short the discretion should be used only when there is a clear “admission” which can be acted upon. (See also Uttam Singh Duggal & Co. Ltd. v. United Bank of India, Karam Kapahi v. Lal Chand Public Charitable Trust and Jeevan Diesels and Electricals Ltd. v. Jasbir Singh Chadha.) There is no such admission in this case.”*

**37. The Hon'ble Supreme Court In the matter of: Uttam Singh Duggal & Co. Ltd. (Supra),** had observed as under :

*“12. As to the object of Order 12 Rule 6, we need not say anything more than what the legislature itself has said when the said provision came to be amended. In the objects and reasons set out while amending the said rules, it is stated that “where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on*

*admission claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled". We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment. Where the other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which it is impossible for the party making such admission to succeed."*

**38.** On reading of the finding of Hon'ble Supreme Court ***In the matter of:***

***Uttam Singh Duggal & Co. Ltd. (Supra)***, it is a clear mandate on the Court that admission has to be plain, clear and unambiguous of facts in the face of which it is impossible for the party making such admission to succeed. The email dated September 08, 2021 clearly shows an unambiguous admission on the part of the defendant to pay a sum of Rs.10 to 12 lakhs on the next date. The next part of the email shows some proposal for reconciliation of the material. The email of the plaintiff dated August 24, 2021 shows that the plaintiff has also contended that balance payment beyond 20 lakhs may be released after site material reconciliation. Except this, there was no other admission on the part of the defendant with regard to quantum of its liability towards the plaintiff either in the written statement filed by it in the previous suit or in any of the inter-party correspondences exchanged by and between the parties on record or otherwise.

**39.** The rest of the contentions and rival contentions of the parties are triable and not required to be gone into by this Court at this stage and accordingly, this Court has not expressed any opinion on those.

- 40.** In view of the foregoing reasons and discussions, there shall be a **decree/judgment upon admission** for a **sum of Rs.12 lakhs** against the defendant on account of **principal only** and **not on interest**. The decree shall be drawn up and completed by the department expeditiously.
- 41.** The balance amount on account of principal and the entire amount of interest claimed in the plaint stand for trial.
- 42.** Resultantly, the application being **IA No. GA-COM/1/2024** **succeeds** to the extent mentioned above, without any order as to costs.

**(Aniruddha Roy, J.)**