

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

Present:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

A.P.185 of 2020

Srei Equipment Finance Limited

Vs.

Seirra Infraventure Private Limited

For the Petitioner : Mr. Swatarup Banerjee, Adv.
Mr. Dripto Majumdar, Adv.
Mr. Saubhik Chowdhury, Adv.
Mr. Jishnujit Roy, Adv.

For the Respondent : Mr. Rohit Das, Adv.
Mr. Aniruddha Bhattacharya, Adv.

Last Heard on : 25.08.2020.

Delivered on : 07.10.2020.

Moushumi Bhattacharya, J.

1. This is an application under section 9 of The Arbitration and Conciliation Act, 1996, in which the petitioner/finance company has sought an injunction restraining the respondent/hirer from dealing with the assets leased by the petitioner to the respondent under a Master Lease Agreement

entered into between the parties on 15th March, 2018. The petitioner has alleged outstanding rental dues as on the date of termination of the Agreement and has sought for appointment of a Receiver to take possession of the assets together with an order directing the respondent to furnish security to the extent of Rs. 75,19,388/-.

2. The respondent has raised a point of maintainability of the application on the ground that this Court does not have territorial jurisdiction to entertain the application as would be evident from the pleadings and documents as also the relevant provisions of The Arbitration and Conciliation Act, 1996.

3. According to Mr. Rohit Das, learned counsel appearing for the respondent, no part of the cause of action has arisen within the ordinary original civil jurisdiction of this Court as the entire transaction has taken place at the petitioner's Head Office in Sector V, Salt Lake and at the respondent's registered office in Sector II, Salt Lake. Counsel relies on the arbitration clause and the exclusive jurisdiction clause in the contract which refers to the greater city of Kolkata and does not refer to the High Court at Calcutta. Counsel relies on *Golden Edge Engineering Private Limited Vs. Bharat Heavy Electricals Limited* in A.P. No.191 of 2020; *Debdas Routh Vs. Hinduja Leyland Finance Limited* reported in AIR 2018 Cal 322 and *M/S Sunil Hi-Tech Engineers Ltd. Vs. M/S Bharat Heavy Electricals Ltd.* in G.A. No.3647 of 2016 with AP No. 966 of 2016. Counsel submits that even otherwise the parties could not have chosen the seat of arbitration to be that

part of the city which is within the jurisdiction of this Court when no part of the cause of action has arisen within the territorial jurisdiction of this Court. Counsel relies on *Hakam Singh Vs. Gammon (India) Ltd.* reported in AIR 1971 SC 740, *A.B.C. Laminart Pvt. Ltd. Vs. A.P. Agencies, Salem* reported in AIR 1989 SC 1239, *Khazana Projects & Industries Pvt. Ltd. Vs. Indian Oil Corporation Ltd.* in F.M.A. No.2748 of 2016 for the proposition that parties cannot confer jurisdiction on a court where there is an inherent lack of jurisdiction.

4. Mr Swatarup Banerjee, learned counsel for the petitioner, places emphasis on the conduct of the respondent in failing to pay the lease rentals which caused the petitioner to approach this Court. Counsel submits that the averments in the petition are clearly to the effect that the cause of action has arisen within the jurisdiction of this Court and that the jurisdiction clause in the agreement as well as the seat of arbitration in the relevant clause also clothed this Court with the jurisdiction to deal with the dispute. Counsel relies on *Swastik Gases Private Limited Vs. Indian Oil Corporation Limited* reported in (2013) 9 SCC 32 to submit that if parties have consented to a particular court and if that court otherwise has jurisdiction then that court would be entitled to adjudicate the disputes between the parties. *Bharat Aluminium Company Vs. Kaiser Aluminium Technical Services Inc.* reported in (2012) 9 SCC 552 is cited for the proposition that if two courts have jurisdiction, the court where the arbitration takes place can decide the dispute. *Indus Mobile* is placed to submit that where the parties consented

to accept a particular situs for arbitration, that situs would confer jurisdiction on the court under section 2(1)(e)(i) of The Arbitration and Conciliation (Amendment) Act, 2015. It is submitted that once the parties have chosen 'Kolkata' as the situs for arbitration, this Court being the highest civil court having ordinary original civil jurisdiction in the District of Kolkata under section 2(1)(e)(i) of the 2015 Act is the only court which is competent to receive, try and entertain the disputes between the parties. *BGS SGS SOMA JV Vs. NHPC Limited* reported in (2020) 4 SCC 234 and *Hindustan Construction Company Limited Vs. NHPC Limited and Anr.* reported in (2020) 4 SCC 310 are shown to urge that the seat of arbitration would determine the jurisdiction of the court which can receive, try and entertain proceedings under the Amendment Act of 2015.

5. I have considered the arguments of counsel. To put the point of adjudication in perspective, the petitioner urges that this Court has jurisdiction to grant the reliefs in this application under section 9 of the 1996 Act while the respondent says that this Court does not, as no part of the cause of action related to the dispute arose within the jurisdiction of this Court.

6. The preliminary point taken by way of objection to the maintainability of the application falls for consideration in this decision.

7. It should first be clarified that although an application under section 9 of the Act is in the nature of interim relief where the substantive relief

arising out of the dispute is considered by the Arbitrator, section 2(1)(e)(i) of the Amendment Act of 2015 - defining "Court" - brings within its fold the proper court in which such application may be filed. The language used in section 9 is "*Interim measures, etc., by Court*" and in 2(1)(e)(i) the court '*having jurisdiction*' hence the issue of territorial jurisdiction of a court becomes relevant. The extent of significance would be evident from the relevant part of the section which is set out below.

"Section 2(1)(e) "Court" means –

- (i) in the case of an arbitration other than international commercial arbitration, the principal Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, but does not include any Civil Court of a grade inferior to such principal Civil Court, or any Court of Small Causes;"*

8. In order to see whether this Court has jurisdiction to entertain the present application, the probative value of pleadings and corroborating materials relied on by counsel should be weighed in context.

9. *The contentions of the petitioner : says that this Court has jurisdiction :*

- i. The respondent approached the petitioner at its corporate office at 6A Kiran Shankar Roy Road, Kolkata 1, within the jurisdiction of this Court for taking on lease of various assets for use in the respondent's business.

- ii. The parties entered into a Master Lease Agreement on 15th March, 2018 at the petitioner's corporate office at 6A Kiran Shankar Roy Road, Kolkata 1, within the jurisdiction of this Court. The Agreement has been annexed to the petition.
 - iii. Pursuant to the above agreement, three Rental Schedules were executed between the parties at the petitioner's corporate office at 6A Kiran Shankar Roy Road, Kolkata 1 within the jurisdiction of this Court. The Schedules have been annexed to the petition.
 - iv. The Master Lease Agreement was terminated by a Notice dated 28th February, 2020 issued by the advocate of the petitioner from 5, Kiran Shankar Roy Road, Kolkata 1, within the jurisdiction of this Court. The Notice of termination has been annexed to the petition.
 - v. All the records in connection with the transaction are available at the petitioner's corporate office at 6A Kiran Shankar Roy Road, Kolkata 1, within the jurisdiction of this Court.
 - vi. Besides the pleadings, the petitioner has relied on clause '18 k' of the Agreement by which the parties agreed to submit to the exclusive jurisdiction of the Courts in Kolkata.
 - vii. Reliance is also placed on clause '18n' which states that the venue of Arbitration will be Kolkata.
10. *Do the documents annexed corroborate the stand of the petitioner?*

- a. The Master Lease Agreement dated 15th March, 2018 mentions the registered office of the petitioner at 86 Topsia Road (South) Kolkata 46 together with its corporate office at 6A Kiran Shankar Roy Road, Kolkata 1, in the Recital. The last page of the Agreement shows that the parties have '*signed at Kolkata on...*' but does not specify the exact location in Kolkata where the agreement was executed.
- b. The Schedule to the Agreement containing the rental schedule also shows that the parties signed 'at Kolkata' without specifying the exact location.
- c. Even though the Notice of termination of the Agreement was issued from the office of the petitioner's lawyer at 5 Kiran Shankar Roy Road, Kolkata 1, the material fact would be where such Notice was received by the addressee. Notably, the registered office of the respondent mentioned in the Notice is Sector II Salt Lake City, Kolkata 91. Hence, this document cannot assist the petitioner for deciding the point of jurisdiction.

11. *Contentions of the respondent : says that this Court does not have jurisdiction.*

- i. The entire transaction between the parties took place between the offices of the petitioner and the respondent located at Sector V and Sector II, Salt Lake, respectively.

- ii. The registered office of the respondent is at Topsia, outside the jurisdiction of this Court.
- iii. All correspondence was exchanged between the offices of the parties located in Salt Lake.
- iv. There has been no physical visit or transaction by any employee or officer of the respondent at the Kiran Shankar Roy Road office of the petitioner.
- v. Clause 18k, being the exclusive jurisdiction clause, refers to Courts in the City of Kolkata and does not specify the Calcutta High Court.
- vi. Clause 18n specifying that the venue of arbitration will be Kolkata cannot confer jurisdiction on this Court to decide the present dispute.

12. *Do the documents relied on corroborate the contentions of the respondent?*

- a. The letters issued by the petitioner on 30th April, 2019 with regard to the revised repayment schedule mention the Head Office of the petitioner as Sector V, Salt Lake City and the respondent's address as Udaipur, Surguja, Chattisgarh.
- b. A series of correspondence between the respondent and the petitioner from 9th August 2017 to 13th March 2018 including emails exchanged with a third-party vendor related to the transaction based

in Pune. An e-mail of 10th January, 2018 shows the beneficiary Bank branch is located at Raghunathpur, Kolkata.

- c. All the emails and letters exchanged mention the address of the petitioner as Sector V, Salt Lake City and not the office at Kiran Shankar Roy Road.

13. With reference to the above documents, although the address of the petitioner has been mentioned as the Salt Lake address in all the communications, the documents cannot be taken as unimpeachable evidence of the transactions having taken place wholly outside the jurisdiction of this Court or that not even a single transaction was carried out at or from the petitioner's Kiran Shankar Roy office. Further, although the respondent has denied the averment of the Agreement having been signed at the petitioner's office at Kiran Shankar Roy Road, there is no supporting document to specifically corroborate the denial. The Agreement states that one of the petitioner's offices are located at Kiran Shankar Roy Road and the parties are shown to have signed the Agreement at Kolkata. The document is buttressed by the pleading at paragraph 3 of the application that the Master Lease Agreement was executed at the corporate office of the petitioner at 6A Kiran Shankar Roy Road. To rebut the presumption that the Agreement has been signed at the petitioner's office within the jurisdiction of this Court, the respondent would have to bring evidence in the form of contemporaneous documents/correspondence to assert that the parties executed the Agreement at Sector V/Sector II, Salt

Lake or at a place outside the jurisdiction of this Court. In other words, a denial simpliciter of the statement that the agreement was signed within the jurisdiction of this Court is not enough, the respondent has to adduce something more to upend the presumption in favour of the petitioner in totality.

14. The 'exclusive jurisdiction' and 'venue' arguments are being separately dealt with.

15. Clause 18k : The exclusive jurisdiction clause is set out below:

18.k) This agreement shall be governed by and construed in accordance with laws of India. Parties agree to submit to the exclusive jurisdiction of the Courts in the City of Kolkata."

The respondent's objection that the clause is vague and lacks necessary particulars to only mean the Calcutta High Court to the exclusion of all other courts in the city of Kolkata merits consideration. It is correct that many of such clauses suffer from a generalised brush-stroke to broadly include any court within a given territorial boundary. The vagueness particularly comes to the fore when there are multiple courts in a city like Kolkata and particularly after The Commercial Courts Act, 2015, under which at least 2 courts in 'Kolkata' are contemplated and a total of 4 courts within the extended territorial boundaries of the city. As much as this Court finds such generalised clauses to be misleading and insufficient for the purposes of designating a court with the jurisdiction, an application under section 9 of the 1996 Act must be placed in context.

16. Under section 6 of the Commercial Courts Act, a Commercial Court shall have jurisdiction to try all suits and applications relating to a commercial dispute of a specified value arising out of the entire territory of the State over which it has territorial jurisdiction. Under section 7, the Commercial Division of a High Court shall have similar jurisdiction over commercial disputes of a specified value filed in the High Court having ordinary original civil jurisdiction. Under section 10(2), the Commercial Division of a High Court shall hear and dispose of applications and appeals arising out of arbitrations other than international commercial arbitrations and filed in the original side of the High Court provided the dispute is a commercial dispute of a specified value. A Notification dated 16th January, 2019 set up 4 commercial courts including 2 such courts in greater Kolkata; namely at Alipore and Rajarhat. By a subsequent Notification dated 20th March, 2020, the pecuniary jurisdiction in terms of the value of the commercial disputes was specified. Commercial Courts within the territorial jurisdiction of the City Civil Court at Calcutta would have exclusive jurisdiction of commercial disputes with a specified value from 3 lakhs to 10 lakhs and would have concurrent jurisdiction with the Commercial Division of the High Court at Calcutta for disputes in excess of 10 lakhs to 1 crore while the Commercial Division of the High Court would have a pecuniary jurisdiction exceeding 10 lakhs. The petitioner has stated in paragraph 44 of the application that the valuation of the subject matter of the reference exceeds Rs 10 lakhs. Hence, if the Commercial Division of this Court has concurrent jurisdiction with the Commercial Court within the jurisdiction of

the City Civil Court in terms of the specified value, then the petitioner must be given the option of approaching either of these two courts. The petitioner has chosen to come before the High Court at Calcutta.

17. Clause 18n: Kolkata was designated as the venue of arbitration. The relevant part of the clause is set out below:

“18. n)

It is made clear that the venue of Arbitration proceedings will be Kolkata and no objection shall be entertained from any parties in this regard.

The Award of the arbitrator shall be final, conclusive and binding on all the parties.”

The petitioner’s argument is that since the parties have designated ‘Kolkata’ as the chosen situs for arbitration, this court is the highest Civil Court having the requisite jurisdiction under section 2(1)(e)(i) of the Amendment Act, 2015, and would hence be the only competent court to receive and entertain the present application. Notably, clause 18n fixes Kolkata as the ‘venue’ of the arbitration proceedings as opposed to ‘seat’.

18. Although, for the purposes of the present matter, the factum of the cause of action having arisen within the jurisdiction of this Court marks the territoriality issue in favour of the petitioner and the ‘seat’ of arbitration becomes secondary and alternative to the first argument, this Court wishes to dwell briefly on the ‘seat’ point. The Supreme Court has explained the difference between venue and seat in several decisions where the former was seen as a place which could be fixed for holding the meetings of the

arbitration according to the convenience of the parties and could hence be changed as and when the parties deemed it fit. The expression 'seat' however had a connection with the local law which would be the governing law for the conduct of the arbitration proceedings. Hence, 'seat' remains rooted to the place agreed upon by the parties in the clause pertaining to arbitration since it has a bearing on the applicable curial law governing the conduct of the arbitration proceedings. The interplay between seat and venue was reiterated in *BGS SGS SOMA* where the Supreme Court held that in cases where the parties had not defined the seat, the venue agreed upon could be construed as the seat. It must be mentioned however that the concept of seat assumes significance where the parties have consented to a seat in a country which is different to the country where an application in relation to the arbitration agreement or the award is made. The issue which naturally falls for adjudication in such cases is identifying the proper court for taking up the challenge to the agreement or the award. In paragraph 48 of *BGS SGS SOMA*, the Supreme Court trained its lens on cases where there was a fight (for space, as it were) between Part I and Part II of the Act over claims on the court which would supervise the arbitration proceedings. In the cases discussed in that decision, the question was whether the chosen seat of the arbitration could be by-passed in deciding the law governing the arbitral proceedings. Relying on passages from *Enercon (India) v Enercon GmbH*; (2014) 5 SCC 1 and *Shashoua v Sharma*; (2009) 2 Lloyd's Law Report 376 and *C v D 2008 Bus LR 843*, the Supreme Court held that once the seat of arbitration is chosen, it would amount to an exclusive jurisdiction clause

insofar as the courts at that seat are concerned. The illustration given in paragraph 49 of *BGS SGS SOMA* shows that the Supreme Court was considering a case where the cause of action had arisen in multiple courts including the court connected to the seat chosen by the parties and where the intention of the parties would be defeated if the remotest court was allowed to assume jurisdiction in the matter. In the cases cited including *Videocon Industries Limited vs. Union of India* reported in (2011) 6 SCC 161, the provisions of Part I of the Act were pitted against those of Part II of the 1996 Act; in other words the question was which was the competent court to receive applications in connection with the arbitration agreement. The underlying principle was more than party autonomy, it was to prevent parties aggrieved by different parts of an award rushing to two different courts or alternatively, a satisfied party approaching Court A for enforcing an award while the aggrieved party goes to Court B for setting aside of the award.

19. It should also be pointed out that the choice of the court where any application under Part I of the 1996 Act may be filed is governed by section 2(1)(e)(i) in conjunction with section 42 of the Act. Section 2(1)(e)(i) lays down the tier (in the hierarchy) of the court taken with the territorial and the jurisdiction parameters for making it competent to decide the questions raised in the application. Section 42, on the other hand, is a safeguard against multiple applications involving the same subject-matter being taken to different courts after a party to an arbitration agreement has approached

a particular court having the requisite jurisdiction. The first court approached by a party for an application under Part I thus becomes the exclusive forum for receiving subsequent applications in relation to disputes arising out of the arbitration agreement.

20. The decisions shown on behalf of the parties should be placed in the background of the territorial issue urged. First, the decisions cited by counsel for the respondent who asserts that the present application must be filed elsewhere. There is no dispute in the present case that there is a valid arbitration agreement between the parties or that the dispute is covered by the said agreement. In *Golden Edge Engg*, the Learned Single Judge came to the specific finding that the respondent did not have any office at 57 Park Street, Kolkata for conferring jurisdiction on this Court to hear the application under section 9 of the Act. In the appeal, the Division Bench proceeded on the stand of the appellant (petitioner before the Single Bench) that this Court did not have territorial jurisdiction to entertain the application. The petition filed under section 9 in *Sunil Hi-Tech* admittedly did not contain any averment that any part of the cause of action had arisen within the jurisdiction of this Court and this was taken note of by the Learned Judge before dismissing the matter. In *Khazana Projects*, the Division Bench was considering a challenge to a decision of a court at Purba Medinipur by which the appellant's application for setting aside of an award had been dismissed. The Court reiterated the principle that parties cannot, by consent, confer jurisdiction on a court which does not otherwise have

jurisdiction to entertain the matter. The Court also noted the contention of the appellant that the courts in Delhi were vested with the necessary jurisdiction since an execution application had been filed in Delhi, which was also the stand of the respondent in that matter. Neither of the parties herein have urged anything to the contrary to the principle laid down in paragraph 3 of *Hakam Singh*, namely that parties cannot, by agreement, confer jurisdiction on a court which the court does not possess under section 20 of The Code of Civil Procedure, 1908.

21. *BALCO and Indus Mobile Distribution Private Limited Vs. Datawind Innovations Private Limited* reported in (2017) 7 SCC 678 cited on behalf of the petitioner proceed on the basis that the situs of arbitration will confer jurisdiction on the court attached to the seat. Both *BGS SGS SOMA* and *Hindustan Construction Company* are authorities for the proposition that the seat of arbitration would determine the court which would be empowered to receive, try and entertain the proceedings under the 1996 Act. The issue before the Supreme Court in *BGS* was the significance of the seat of arbitration for filing an application for setting aside of an award under section 34 of the Act. Paragraph 59 of *BGS* clarified that an application under section 9 may be preferred before a court in which part of the cause of action arises in a case where the parties have not agreed on the seat of arbitration and the earliest application made in such a case would then be the exclusive court under section 42 which would thereafter have control over the arbitral proceedings. This dictum was followed by the Supreme

Court in the recent decision in *Hindustan Construction. Swastik Gases* construed the effect of a jurisdiction clause in the agreement and the use of words such as “alone”, “only”, etc., for conferring exclusivity to one place in exclusion of all other places. The Supreme Court held that by making a provision that the agreement is subject to the jurisdiction of the courts at one particular place, the parties have excluded the jurisdiction of other courts by implication.

22. *Debdas Routh* has been relied on by both the parties. The Division Bench of this Court construed several decisions passed by the Supreme Court and the High Courts on the interpretation of section 2(1)(e) of the 1996 Act- “Court”- the focus being on that given by the Supreme Court in *Indus Mobile*. The Division Bench was of the view that the operative words in section 2(1)(e)(i), post-amendment, require the court/courts to be identified on the basis of where a civil suit involving the same subject matter would have been filed akin to place of suing under sections 15 to 20 of the CPC or the Letters Patent in the case of a High Court exercising ordinary original civil jurisdiction. The Division Bench recognised the importance of a forum of choice provided the chosen court has the jurisdiction otherwise to receive the civil action. The Court held that the extent of party autonomy is subject to the rules of public policy as recognised in sections 15 to 20 of the CPC in line with the principle elucidated in *Hakam Singh vs. Gammon (India)*. After construing the effect of party autonomy in the matter of choosing the seat of arbitral reference as opposed to the forum of choice, the Court concluded

that the ratio in *Indus Mobile* has to be read down in the light of the dictum in *Hakam Singh*, namely, that in a domestic arbitration when parties to an arbitration agreement choose a seat for the arbitral reference as well as a particular court at the same place as the seat, that court becomes the court of exclusive jurisdiction for all application under Part I of the Act subject to the caveat that the said court is otherwise clothed with the authority to receive the action under the section 2(1)(e)(i) of the Act read with sections 15-20 of the CPC or Clause 12 of the Letters Patent as the case may be. On consideration of the facts in that matter, the leave granted under Clause 12 in one of the appeals was revoked and the finance company which had filed the application under section 9, was directed to carry it to the appropriate court.

23. The principles enunciated in the decisions cited can be structured thus; that an application under section 9 can be filed where a part of the cause of action has arisen or where the seat of arbitration has been chosen by the parties with the definitive caveat that the court determined, otherwise has the jurisdiction to receive and adjudicate the disputes between the parties. As discussed above, the petitioner has stated that part of the cause of action as pleaded in paragraphs 2, 3, 9 and 43 of the application has arisen within the jurisdiction of this court. It must also be borne in mind that the parties have consented to the jurisdictional clause-18(k) as well as the seat of arbitration as provided in clause 18(l). Both these clauses point to “Kolkata”. The objection is to the interpretation of the outer limits of the

city of Kolkata and whether the clause can be stretched to include the greater city of Kolkata. Section 2(1)(e)(i) of the 1996 Act designates the principal Civil Court of original jurisdiction in a district including the High Court in exercise of its Ordinary Original Civil Jurisdiction having jurisdiction to decide the questions forming the subject-matter of the arbitration for the purpose of applications in matters of domestic arbitration under Part I of the Act. The discussion would have been different had the issue in the present case been one where the petitioner would be left to rely only on the seat/venue of arbitration without the assistance of an exclusive jurisdiction clause also pointing to Kolkata. Section 2(1)(e)(i) as well as the effect of The Commercial Courts Act, 2015 have fortunately come to the aid of the petitioner to anchor the proceedings to the High Court at Calcutta as the only available court to decide the matter. The presumption of the contract having been signed at the office of the petitioner situated within the Ordinary Original Civil Jurisdiction of this Court also tilts in favour of the petitioner.

24. Unlike a challenge made to the territorial jurisdiction of a court in a suit where the court decides on the issue of rejection of a plaint on a meaningful reading thereof, the assessment of the jurisdiction issue in an application under section 9 of the 1996 Act stands on a different footing. An application under section 9 for interim relief urged in the background of an arbitration agreement between the parties is time-sensitive where the court has to decide on a prima facie assessment of the materials available before

it. Hence, such applications are antithetical to leading evidence for deciding the issue of jurisdiction. The Court must therefore proceed on a conjoint reading of the averments, the documents and the strength of the rebuttal of such by the party who asserts that the petition must be taken elsewhere. The first principles of the burden of proof under The Indian Evidence Act, 1872, would also come into play in such cases; namely that whoever asserts the existence of certain facts to a legal right, must prove that those facts exist. In this case, since the respondent has asserted that this Court does not have jurisdiction to entertain the application, the respondent must discharge that burden by adducing evidence which would dislodge the factual statements and evidence shown by the petitioner for conferring jurisdiction on this Court to decide the matter. The respondent has not been able to discharge that burden on the strength of the documents placed before the court.

25. For the reasons as stated above, the preliminary objection of the respondent with regard to the jurisdiction of this Court, fails. The application under section 9 of the 1996 Act will proceed for hearing on merits before an appropriate bench within a fortnight from date.

Urgent Photostat certified copy of this Judgment, if applied for, be supplied to the parties upon compliance of all requisite formalities.

(MOUSHUMI BHATTACHARYA, J.)