

**IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE
COMMERCIAL DIVISION**

Presents:

The Hon'ble Justice Krishna Rao

G.A. (COM) No. 1 of 2024

In

CS-COM No. 565 of 2024

Shakambari Ispat & Power Limited

Versus

Birat Chandra Dagara

Mr. Kumarjit Banerjee
Ms. Sanchari Chakraborty
Ms. Akansha Chowdhury
Mr. Samriddha Saha

... For the plaintiff.

Hearing Concluded On : 05.08.2025

Judgment on : 13.08.2025

Krishna Rao, J.:

1. The plaintiff has filed the present application being G.A. (Com) No. 1 of 2024 praying for judgment upon admission for a sum of Rs.

3,37,15,075/- along with interest at the rate of 24% per annum or in the alternative an order of injunction restraining the defendant, their men, agents, servants, and assignees from dealing with or disposing or alienating or transferring or encumbering their assets and properties without the leave of this Court till the disposal of the suit.

- 2.** The plaintiff is engaged in the business of manufacturing and trading of sponge iron and allied products. The defendant is the sole proprietor carrying on business under the name and style of “M/s. B.C. Dagara” and is the owner of the Suleipat Iron Ore Mine. In the month of February, 2018, the defendant approached the plaintiff and offered to supply iron ore to the plaintiff. After negotiation between the parties, it was mutually agreed between the parties that the defendant would supply the required iron ore minerals of specified description on the basis of purchase orders issued by the plaintiff. It was also agreed by and between the parties that the plaintiff would make advance payments in respect of the orders, and the defendant would forthwith deliver and supply the materials to the plaintiff.
- 3.** Mr. Kumarjit Banerjee, Learned Advocate representing the plaintiff submits that it was also agreed between the parties that in default of supply of the materials by the defendant, the defendant would be liable to refund the entire advanced amount along with interest at the rate of 24% per annum. He submits that the plaintiff has issued several Purchase Orders cum Tax Invoices indicating the terms and conditions therein to the defendant from 17th February, 2018 to 25th October,

2021. He submits that along with Purchase Orders cum Tax Invoices, the plaintiff has also made advance payments to the defendant.

4. Mr. Banerjee relying upon the letter dated 28th October, 2021 and submitted that the defendant has admitted its liability towards the plaintiff to the extent of Rs. 3,37,15,075/-. He submits that despite assurance by the defendant, the defendant has neither supplied the materials nor has returned the amount to the plaintiff. He submits that on 21st September, 2022, a meeting was held between the representatives of the parties, wherein the defendant unequivocally assured that the entire advanced amount shall be refunded within a period of one month.
5. Mr. Banerjee submits that on 23rd September, 2022, the defendant has issued a letter to the plaintiff wherein the defendant has unequivocally and unconditionally acknowledged its liability towards the plaintiff and promised the plaintiff to supply the materials failing which the defendant shall refund the entire amount of Rs. 3,37,15,075/-.
6. Mr. Banerjee in support of his submissions relied upon the judgment in the case of ***Uttam Singh Duggal and Co. Ltd. vs. United Bank of India and Others*** reported in ***(2000) 7 SCC 120*** and submitted that the defendant has unequivocally admitted the claim of the plaintiff and this Court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim.

7. Order XII, Rule 6 of the Code of Civil Procedure, 1908 reads as follows:

**“ORDER XII
Admissions**

[6. Judgment on admissions.— (1) Where admissions 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 admissions.

(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.]”

8. The defendant by a letter dated 28th October, 2021, informed to the plaintiff that principal amount of Rs. 3,37,15,075/- on account of M/s. Shakambari Ispat & Power Limited plus interest accrued thereon all the advance paid are lying with us.
9. By a letter dated 23rd September, 2022, the defendant has informed that plaintiff that “As discussed earlier over this issue please bear with us some more time i.e. at least one month from the date of this letter for settlement of the matter. In the meantime, we are trying to seek the dispatch permission from the Government. Soon after permission is received from the Mining department, we will supply you the materials as agreed earlier, otherwise we shall refund the outstanding dues within a period of one month time from date of this letter”.

- 10.** In paragraphs 10 and 11 of the affidavit-in-opposition, the defendant has stated as follows:

“10. The Respondent herein states that it has made an substantial investment for the purpose of securing necessary approvals for making such dispatches and all the orders placed for delivery of the specified quantity of iron ores as contained in the purchase orders, but part of it which could not be dispatched for not securing transit permit are lying in the Suleipat mine of the Respondent as would be evident from photographs taken from the mine site are annexed hereto collectively and is denoted by "R2". The Respondent has done whatever is within its control and cannot be made liable for commission of acts which are beyond his control and/or incapable of being performed.

11. The Respondent has always fulfilled and is ready and willing to fulfil its obligation arising out of the said purchase orders. It is stated that it is only due to transit and trade restrictions imposed by the regulatory authority for the transit and trade of iron ore from mine, has prevented the Respondent from making necessary supplies in terms of the latest purchase orders issued by the Petitioner on 25, October, 2021. It is accordingly stated that the agreement between the Respondent and the petitioner herein stand frustrated. It is further stated that the Respondent cannot be held accountable for impossibility on its part to perform an obligation due to the occurrence of a subsequent act which is well beyond its control and did not exist at the relevant time when the Respondent accepted its obligation.”

- 11.** In the case of ***Uttam Singh Duggal & Co. Ltd. (supra)***, the Hon’ble Supreme Court held that:

“12. As to the object of the 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 rule, 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 admitted 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 other party has made a plain 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.”

- 12.** The plaintiff has disclosed Purchase Orders cum Tax Invoices and the letters issued by the defendant wherein the defendant has unequivocally admitted the amount payable to the plaintiff and the defendant has not denied the existence of the said documents. This Court finds that the defendant has unequivocally admitted the claim of the plaintiff to the tune of Rs. 3,37,15,075/-. This Court also finds that in the letter dated 28th October, 2021, the defendant has admitted that the principal amount of Rs. 3,37,15,075/- on account of the plaintiff plus interest accrued thereon are lying with the defendant till realization of the total amount.
- 13.** In view of the above, the plaintiff is entitled to get judgment upon admission for a sum of Rs.3,37,15,075/- along with interest at the rate of 12% per annum. The defendant is directed to pay Rs.3,37,15,075/- along with interest at the rate of 12% per annum from 28th October, 2021 to the plaintiff.

14. **G.A. (Com) No. 1 of 2024** along with **C.S. (Com) No. 565 of 2024** are **disposed of**. Decree be drawn accordingly.

(Krishna Rao, J.)