

OCD- 6

IN THE HIGH COURT AT CALCUTTA  
ORIGINAL SIDE  
COMMERCIAL DIVISION

G.A. (COM) No. 1 of 2025

In

C.S. (COM) No. 141 of 2025

Quick Advisory Services Private Limited & Anr.

-Vs-

Dr. Earth AI Technology Private Limited (formerly known as  
Sreemudranalaya Technology Pvt. Ltd.) & Anr.

BEFORE:

The Hon'ble Justice Krishna Rao

Date: 22.09.2025

Appearance:

Mr. Mainak Bose, Sr. Adv.  
Mr. Dwaipayan Basu Mullick, Adv.  
Mr. Subhankar Chakraborty, Adv.  
Mr. Saptarshi Bhattacharjee, Adv.  
Ms. Sayani Gupta, Adv.  
...for the plaintiffs

**In Re: CS-COM/141/2025**

1. The plaintiffs have filed the present suit praying for specific performance of the agreement dated 26<sup>th</sup> August, 2024 and decree for

declaration of termination of the agreement dated 26<sup>th</sup> August, 2024 and the communication dated 11<sup>th</sup> June, 2025 is void, illegal and unlawful and consequential reliefs. The plaintiffs have prayed for leave of dispensation of Section 12A of the Commercial Courts Act, 2015.

- 2.** Counsel for the plaintiffs submits that as per the agreement, after the investment of the amount, the defendants will initiate further process for transferring of the share and making three persons of the plaintiffs as directors in the defendants company. But in spite of receipt of the said amount, the defendants have not initiated any process in terms of the agreement. He submits that if the plaintiffs go for the pre-mediation process, in the meantime, the defendants will take some third party in the defendants company and the plaintiffs will be prejudiced. He further submits that the defendants have already disclosed their intension in their reply to the legal notice.
- 3.** This Court finds that the agreement was terminated by the defendants on 11<sup>th</sup> June, 2025. Subsequent to the termination, the plaintiffs sent a detailed reply as well as legal notice. The defendant failed to consider the same and in reply have made further allegations. There is a chance that the defendant will engage some other party in place of the plaintiffs by entering into a fresh agreement and if at this stage, the plaintiffs are not granted dispensation of leave under Section 12A of the Commercial Courts Act, the plaintiffs will suffer irreparable loss and injury.

4. Accordingly, this Court finds that the plaintiffs have made out a case for urgent relief without initiation of pre-mediation process, thus, dispensation of leave under Section 12A of the Commercial Courts Act, 2015 is allowed.
5. Complaint is admitted subject to scrutiny by the department.
6. The plaintiffs have filed the present application for grant of ad-interim order. An agreement was entered between the plaintiffs and the defendants on 26<sup>th</sup> August, 2024 wherein it was agreed between the parties that the plaintiffs will infuse a capital of Rs. 3.00 Crores and take ownership in the existing company of the defendant. At the time of execution of agreement, the number of outstanding shares in the defendant company was 1 million with a face value of Rs.10/- each totaling to paid up capital of Rs. 1.00 Crore. The plaintiffs propose a share split whereby the split shares will have a face value of Rs. 1.00 only. After split, the defendant company will have 10 million shares of face value of Rs.1.00 per share totaling to a paid up capital of Rs. 1.00 Crore.
7. It was further agreed that the defendants will make a Rights Issue in the Ratio of 1:3. This means that every one share held by shareholders, they will get 3 shares as rights shares. The defendants agreed that the defendant renounce the Rights Shares totaling 30 Million at zero value and the plaintiffs and its associate companies will subscribe to the same at face value. The defendants also agreed that one Director from

the erstwhile Board of Directors will resign and three new Directors from the plaintiffs will be appointed.

- 8.** It was also agreed that an Internal Audit would be conducted for assessing all outstanding liabilities of the defendant before Rights Issue Infusion of the Capital. Though the defendants have not initiated or completes the Rights Issue but relying upon the assurances of the defendant, the plaintiffs have paid an amount of Rs. 45,96,000/- in between September, 2024 to March, 2025. Out of the said amount, the plaintiffs have deposited an amount of Rs. 24,10,000/- in the designated share application account and remaining Rs.21,86,000/- was transferred to the current account of the defendant no. 1.
- 9.** Mr. Mainak Bose, Learned Senior Advocate for the plaintiffs submits that since after the execution of the agreement, the plaintiffs have engaged DAG Consulting having their office in New Jersey, USA and facilitated as strategy partnership to use and built intellectual capital backed solution using computer vision and automation. A formal contract was also executed with the DAG and the plaintiffs paid an initial sum of \$ 10,000 to the DAG Consulting and also agreed to make additional payments over a period of time as per the Agreement.
- 10.** Mr. Bose submits that DAG has successfully processed hundreds of land maps using proprietary computer vision methods. Subsequently, to enhance productivity, the plaintiffs brought in local Geographic Information System (GIS) specialist into the defendant no.1 company to

replicate DAG's methods and built an internal automation pipeline. The plaintiffs have also engaged and consulted several global Geotech leaders such as Bunting Labs Inc, San Francisco and Scan2CAD, UK for enhancing accuracy and scale.

**11.** In line with the nature of business, the defendant company was pursuing at the suggestion of the plaintiffs, its name was suitably altered. The company was renamed as Dr. Earth AI Technology Pvt. Ltd. A new company website was also developed reflecting a new AI technology and repositioning the company to an AI company. The plaintiffs' induction in the company, there was a substantial increase in the quantum of the business and productivity of the company. By May, 2025, the defendant company was digitizing around 2000 maps per month against 1000 maps in 2024. Such increased efficiency was possible due to the initiative and involvement of skilled team and technology introduced by the plaintiffs.

**12.** Mr. Bose submits that the plaintiffs complied with their obligations under the agreement, the defendants failed and neglected to comply with their obligation in terms of the agreement. All of a sudden, the plaintiffs received a notice dated 11<sup>th</sup> June, 2025 from the defendants terminating the agreement by making several allegations upon the plaintiffs. On receipt of the termination notice, the plaintiff has sent reply informing the defendants that the allegations levelled against the plaintiffs, are false and baseless and contrary to the agreement. The plaintiffs have also sent notice to the defendants through their Learned

Advocate intimating that the defendants had failed to perform their fundamental obligations in terms of the agreement and upon receipt of the said notice, the defendants had sent reply by making false allegations upon the plaintiffs.

13. Mr. Bose submits that the defendants have wrongfully, illegally and contrary to the terms of the agreement terminated the contract of the plaintiffs and after termination, the defendants have restrained the plaintiffs their men and agents and other personnel engaged by the plaintiffs for the purpose of the management and operations of the defendant no.1. He submits that in order to prevent the plaintiffs and their men and agent from getting access to the defendant's office and its information, the defendants have changed all the system passwords including access to tally.
14. As per Clause 1 of the Agreement, the initiation of the Rights Issue, was the first obligation upon the defendants but the defendants failed to take any steps for initiation the Rights Issue as per Agreement. Clause 1 specifically provides that only upon completion of the Rights Issue, the plaintiffs' obligation to infuse capital arise. Though the defendants have not initiated for Rights Issue but the plaintiffs have invested an amount of Rs. 45,96,000/- towards the subscription of the partly paid-up shares. The defendants have not initiated Rights Issue and no formal appointment letter in terms of Clause -3 of the Agreement was issued to the plaintiffs' nominated Head of Finance. The plaintiff no.2

was not made a joint signatory to the bank accounts of the defendant no.1 company.

- 15.** The plaintiffs have appointed auditor in terms of Clause- 4 of the Agreement but was not permitted to conduct the audit of the books of accounts of the defendant no.1. The defendants have terminated the agreement of the plaintiffs on the allegation that the plaintiffs have not complied with the obligations of the Agreement dated 26<sup>th</sup> August, 2024 but when then plaintiffs have a legal notice to the defendants, the defendants have agreed that the defendants have received an amount of Rs. 45,96,000/- but have made out a case that the said amount was as loan. In the said reply, the defendants have made other allegations which are not the allegations in the notice of termination.
- 16.** The plaintiffs have also disclosed Minutes of the Meeting of the defendants dated 27<sup>th</sup> February, 2025 wherein it was decided that two teams will work independent of each other and in order to support the US team, few candidates will be shortlisted and Mr. Sanjay Agarwal will identify two personnel who will be exclusively interacting with the US team. The Kolkata team will be headed by Dr. Kaberi Samanta who will be assisted by four personnel already selected and appointed.
- 17.** This Court finds that on 26<sup>th</sup> August, 2025, an agreement was entered between the parties and the plaintiffs have invested an amount of Rs. 45,96,000/- and the plaintiffs have also engaged experts to execute the work but the defendants have not initiated Rights Issue. There is no

Clause in the Agreement for termination of the Agreement. This Court also finds that the defendants have issued the notice of termination without any prior notice.

- 18.** Believing the representation made by the defendants, the plaintiffs proceeded to bona fide and in good faith and have shared and utilized their expertise in the field of Artificial Intelligence (AI) Technology for the benefit of the defendant company. The technology brought by the plaintiffs is presently being used by the defendant company and the defendant company is taking the benefit of the said expertise of the plaintiffs. In the agreement, there is no clause for termination. The plaintiffs without any notice all of a sudden terminated the agreement and after the termination of the agreement, the defendants are restraining the plaintiffs and their men and agent and personnel engaged by the plaintiffs for the purpose of management and operation of the defendant no. 1. Taking into consideration, this Court finds that if at this stage, an ad interim order is not granted, the plaintiffs will suffer irreparable loss and injury. In view of the above, the defendants, their men and agents and assignees are restrained from taking any steps or further steps pursuant to the termination notice dated 11<sup>th</sup> June, 2025 and the defendants are also restrained from alienating the shareholding structures of the defendant company contrary to the agreement dated 26<sup>th</sup> August, 2024 till 28<sup>th</sup> October, 2024.



- 19.** The plaintiffs are directed to serve the copy of the application, documents and copy of the plaint to the defendants immediately along with this order and to file the affidavit of service on the returnable date.
- 20.** List the matter on 28<sup>th</sup> October, 2025, under the heading “New Motion”.

(Krishna Rao, J.)

Sbghosh & p.d/-