OD-3

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

CS/157/1995
IA NO: GA/1/1995(Old No:GA/471/1995), GA/2/1996(Old No:GA/1413/1996), GA/3/1996(Old No:GA/1769/1996), GA/4/1996(Old No:GA/285/1996),GA/5/1996(Old No:GA/950/1996), GA/6/1997(Old No:GA/1531/1997), GA/7/1998(Old No:GA/4144/1998), GA/8/1998(Old No:GA/4264/1998),GA/9/1999(Old No:GA/1021/1999), GA/16/2026

SMT. SANGEETA PAUL @SANGEETA GHOSH
VS
SHIV KUMAR DAMANI

BEFORE:
The Hon'ble JUSTICE ANANYA BANDYOPADHYAY
Date: 7th October, 2026.

Appearance:
Mr. Rahul Karmakar, Adv.
Mr. Sourav Guchhait, Adv.
...for the plaintiff

Mr. G. Goswami, Adv.
Mr. S. Saha, Adv.
...for the defendant

The Court: The respective parties have jointly approached the Court by filing the instant application being GA/16/2026 seeking recording of the settlement accomplished between the parties during the pendency of CS/157/1995 and dispose of the suit in terms thereof.

The dispute in the suit concerned, *inter alia*, recovery of possession of the entire second floor of premises no.181/1A, Lenin Sarani, Kolkata – 700 013 together with a servant's quarter measuring approximately 90 sq.

ft. situated on the roof top terrace thereof as described in the Schedule to the plaint.

The parties have entered into written terms of settlement, duly signed by their authorized representatives. The affidavits filed by the respective constituted attorneys endorsed their authority to represent the parties and affirmed the settlement. The "Terms" provide for delivery of vacant, peaceful and khas possession of the Schedule property by the defendant to the plaintiff against payment by the plaintiff of an aggregate sum of Rs.30,00.000/- (Rs. 30 lakhs) apportioned amongst the defendants in the manner specified in the terms of settlement stipulated in Paragraph-7 of the instant application.

The payment and delivery of possession enumerated therein are to be effectuated simultaneously. Upon receipt of the respective amounts and delivery of possession, the defendants have agreed to relinquish all claims, right, title, interest, tenancy, possession and demand in respect of the Schedule property and the subject-matter of the suit, including claims for possession, damages, mesne profits, interest, compensation and costs.

The Court is satisfied from the materials placed before it that the compromise has been entered into voluntarily by persons with competent authorities to represent the respective parties out of free will, devoid of coercion, undue influence, fraud or misrepresentation.

The settlement is in writing, relates directly to the subject-matter of the suit, completely adjusts the dispute between the parties and signified terms capable of enforcement. No circumstance has been brought to the

notice of the Court which will render the compromise unlawful and/or vitiate the consent of the parties.

The regulations of Order XXIII Rule 3 of the Code of Civil Procedure, 1908 are accordingly satisfied. The compromise recorded and shall form part of the Decree.

It is ordered accordingly:

i. The defendant shall vacate the Schedule property and hand over vacant peaceful and khas possession thereof to the plaintiff.

ii. Simultaneously with delivery of possession, the plaintiff shall pay Rs.30,00,000/- (Rs. 30 lakhs) only in accordance with the apportionment elicited in the terms of settlement namely Rs.7,50,000/- to defendant nos. 1,2 and 4 and Rs.1,87,500/- each to defendant nos. 3a, 3b, 3c and 3d.

iii. The plaintiff shall acknowledge receipt of possession and the defendant shall issue the agreed possession letter in favour of the plaintiff.

iv. Upon payment of the aforesaid amounts and delivery of possession, the defendants shall have no surviving right, title, interest, tenancy, possession, claim or demand of any manner whatsoever in respect of the Schedule property or the subject-matter of the suit.

v. The "Terms of Settlements" delineated in paragraph 7 of the instant application being GA/16/2026 shall form an integral part of the decree.

CS/157/1995 is accordingly disposed of in terms of the compromise.

There shall be no order as to costs.

Let the decree be drawn up accordingly.

(ANANYA BANDYOPADHYAY, J)

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