

DISTRICT: NORTH 24 PARGANAS

IN THE HIGH COURT AT CALCUTTA

CIVIL APPELLATE JURISDICTION

MEMORANDUM OF APPEAL FROM ORIGINAL ORDER

APPELLATE SIDE

FMAT 944 OF 2019

WITH

CAN 1 OF 2019

CAN 2 OF 2019

1. Birendra Kumar Chopra;

2. Ravindra Kumar Chopra,

Both residing at 88, College
Road, Rabindranagar Complex,
Block - G, 4th Floor, Flat No.
401, Howrah - 711 103

.....Appellants

Versus

1. Tarun Kumar Das, son of Late
Santi Ranjan Das, proprietor of
M/s. Artland, residing at
EE/13/8, Salt Lake City, Sector
- II, Kolkata - 700 091, under
Police Station - Bidhannagar
(East), in the District of North 24

Birendra Kumar Chopra

Tarun Kumar Das

Parganas having its office earlier at CD-295, Salt Lake City, Sector - 1, Kolkata - 700 064 and presently at CJ - 30, Salt Lake Sector - II, Kolkata - 700 091, in the District of North 24 Parganas;

.....Respondent

2. Smt. Anjan Chandra, wife of Dr. Bikash Chanda and daughter of Late Bishnupada Das, residing at 23-D, Bade Raipur Road, under Police Station - Jadavpur, Kolkata - 700 032;

3. Amit Kumar Das, son of Late Bishnupada Das, earlier residing at E - 130, Salt Lake City, Sector - 1, Kolkata - 700 064, in the District of North 24 Parganas and also of 49, Suri Lane, under Police Station - Muchipara, Kolkata - 700 014;

.....Proforma Respondents

Brendra Kumar Chopra

Yarun K. Das

Ravindra Kumar Chopra

1. Due to intervention of common friends and well wisher and as per legal advice taken by the Appellants and the Respondent No. 1, the parties, hereto have agreed to a settlement in the abovementioned appeal along with all connected applications and the Title Appeal being T.A. 36/2012 pending before the Court of the Learned 3rd Additional District Judge at Barasat arising out of T.S. No. 205/2010 in respect of 4.2395 cottath land with one storied building situated in Plot No. 130 in Block – EC, Sector – 1, Salt Lake City, under Police Station - Bidhannagar (North), in the District of North 24 Parganas (hereinafter referred to as the “Suit Property”).
2. The Appellants will pay a sum of Rs. 25,00,000/- (Rupees Twenty five lakhs only) as an agreed consideration to the Respondent No. 1 which the Respondent No. 1 unequivocally accepts.
3. That both the Appellants and the Respondent no 1 do not press for any reliefs against the Proforma Respondent Nos. 2 and 3.
4. The Respondent No. 1 has accepted that he has no right, title or interest in the suit property. The Respondent No.1 has also accepted that the appellants are the owners of the suit property and the Respondent No. 1 has no claim in the suit property.

Brendra Kumar Chopra

Jayant K. Das.

Ravindra Kumar Chopra.

5. The Respondent No. 1 undertakes to withdraw all pending litigations filed by him in respect of the suit property against the Appellants.
6. The Respondent No. 1 has no title in the suit property and is barred from raising any future claims in the suit property.
7. The Respondent No. 1 admits that the appellants have absolute and undisputed title in the suit property and remains in possession thereof.
8. The Respondent No. 1 had filed a title suit being T.S. No. 205/2010 before the 2nd Court of Learned Civil Judge, Senior Division at Barasat , North 24 Parganas and subsequently a Title Appeal being T.A. No. 36/2012 pending before the Court of the Learned 3rd Additional District Judge, Barasat, North 24 Parganas against the appellants and on execution of this terms of settlement, the said title suit and title appeal is treated as withdrawn and necessary application shall be filed before the Learned Barasat Court for formal withdraw of the title appeal and the title suit by the Respondent No. 1 immediately and within 2 months of the date of the terms of settlement.
9. All orders passed in Title Suit being T.S. No. 205/2010 and Title Appeal being T.A. No. 36/2012, both pending before the Learned

Birendra Kumar Chopra

Faruk H. Dar.

Barasat Court and orders passed in FMAT No. 944 of 2019 and all connected applications pending before the Hon'ble High Court at Calcutta shall stand vacated in view of this terms of settlement.

10. The Respondent No. 1 and the appellants shall bear their respective costs for litigation and neither party shall have any further claims against each other.

11. The Memorandum of Appeal being FMAT No. 944 of 2019 and the connected applications being CAN 1 of 2019 and CAN 2 of 2019 pending before this Hon'ble Court be disposed off in terms of this Terms of Settlement.

12. The Title appeal being T.A. No. 36/2012 and T.S. No. 205/2010 pending before the Learned Barasat Court be decreed in terms of this Terms of Settlement.

Birendra Kumar Chopra

Ravindra Kumar Chopra
Signature of the Appellants

Signature of the Advocate on
Record of the Appellants

Harun K. Das

Signature of the Respondent No. 1

Asim Malik

Signature of the Advocate on
Record of the Respondent No. 1

Witnesses:

1.

2.

DISTRICT: NORTH 24 PARGANAS

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
MEMORANDUM OF APPEAL FROM ORIGINAL ORDER
APPELLATE SIDE

FMAT 944 OF 2019
WITH
CAN 1 OF 2019
CAN 2 OF 2019

Birendra Kumar Chopra & Anr.
.....Appellants

Versus

Tarun Kumar Das,
.....Respondent
And

Smt. Anjan Chandra & Anr.
.....Proforma Respondents

TERMS OF SETTLEMENT

DIKSHITA CHOMAL
Advocate
'HASTINGS CHAMBER'
7c, Kiran Shankar Roy Road
3rd Floor, Rcom No. 3A
Kolkata-700 001
Ph: 8583904723

SATYAM MUKHERJEE
Advocate
Bar Association room no 11A
High Court
Calcutta- 700001