

06.08.2021
Ct. No.42
S/L No.1
KS

S.A. 55 of 2008

Cossipore Byam Samity

-Vs.-

**Ram Gobinda Chanda (since deceased) substituted by Ram
Krishna Chanda & Ors.**

(Via Video Conference)

Mr. Rajnarayan Dutta

.....For the Respondents

Mr. Rajnarayan Dutta, learned counsel appearing for the respondents submit for grant of a decree in terms of a settlement arrived at by and between the parties. It is pointed out that on the date of disposal of this second appeal, he could not attend the Court because he was suffering from Covid – 19. My attention is invited to the contention made wherein it has been averred that dispute between the appellant being a club registered under the Societies Act and the respondents represented by the Administrator *pendente lite* have been settled amicably out of Court and both the parties entered into a Memorandum of Understanding on 21st November, 2018, inter alia, on the terms and conditions as hereunder:-

- i) That respondents will execute a registered deed of gift in favour of appellant in respect of a land measuring about 1 cottach 15 chittach 12 sq. situated at 22A,

Gopal Chandra Chatterjee Road, Kolkata – 700 002

and also to develop a structure in the said land.

- ii) After execution of the gift deed as aforesaid the appellant will withdraw all pending cases against the respondents.
- iii) That thereafter the respondent will execute another deed of gift in respect of a land measuring about 1 cottach and 33 sq. ft. in favour of the appellant within a period of six months from the date of withdrawal of the pending cases and also make a construction in terms of the meeting held on 25th February, 2018 and/or as specified in the said memorandum of understanding.
- iv) That upon completion of the construction as aforesaid the appellant will hand over the possession occupied by them at 20A and 20B Gopal Chandra Chatterjee Road, Kolkata – 700 002.

Photocopy of the memorandum of understanding dated 21st November, 2018 is annexed hereto and marked 'A'.

It is further submitted that the terms and conditions, as noted above, in the Memorandum of Understanding dated 21st November, 2018 are legal, binding and operative upon the

parties. Accordingly, the second appeal was disposed of earlier vide order dated 27.04.2021 and having gone through the settlement arrived at by and between the parties, the terms appear to be legal, valid and sufficient.

Hence the decree in terms of settlement as per the order dated 27.04.2021 be drawn up making the Memorandum of Settlement dated 21.11.2018 as per 'Annexure – A' as part of the decree.

(Shivakant Prasad, J.)