

3.
02-12-2021
debajyoti
(Ct. no.06)

AST 264 of 2014
with
IA NO:ASTA/1/2014 (Old No:ASTA/203/2014)
with
CAN/3/2015 (Old No:CAN/6532/2015)
(application not in the file)
with
CAN/4/2019 (Old No:CAN/5999/2019)
with
CAN/5/2019 (Old No:CAN/6001/2019)

Baranashi Kali Bari Trust
Vs.
Smt. Karabi Sreemani & Ors.

Mr. Soumava Mukherjee
... For the Appellant.
Mr. Biswajit Mukherjee,
Mrs. Sima Chakraborty
... For the K.M.C.
Mr. K. N. Jana
... For Regal Realty Private
Limited.

Re : CAN 6001 of 2019

The material facts of the case are that the writ petitioner approached the learned Single Judge with the grievance that a temple has been constructed illegally on her property. The learned Single Judge disposed of the writ petition by permitting the Corporation to demolish the illegal construction in accordance with law since it was found to be without any sanction.

The Trustees of the temple sought leave to appeal against such order. Such leave was granted. The Trustees filed an appeal.

It now appears that the property in question on which the alleged unauthorized temple was constructed, has been sold by the original writ

petitioner to one Daya Krishan Goel, who in turn, sold the property to Regal Realty Private Limited, which has filed an application for being substituted in the place and stead of the writ petitioner. The application is CAN 6001 of 2019.

Since the present applicant has stepped into the shoes of the writ petitioner, we are of the view that this application should be allowed. The applicant, namely, Regal Realty Private Limited, is substituted in the place and stead of the original writ petitioner.

Leave is granted to learned advocate-on-record for the applicant to correct the cause title of the writ petition and the appeal papers in accordance with this order.

CAN 6001 of 2019 is, accordingly, disposed of.

Re : CAN 5999 of 2019

This application has been filed by the appellant and the substituted writ petitioner jointly for recording a terms of settlement arrived at by and between them in the form of Memorandum of Understanding for settlement dated October 13, 2018. By executing the said Memorandum, the parties have settled the disputes and differences between them which are the subject matter of the present proceedings.

We have gone through the Memorandum of Understanding. Apparently, there is nothing illegal about such Memorandum of Understanding. We see no reason not to allow the prayer of the applicants.

Accordingly, the appeal and all connected applications are disposed of by bringing on record the said Memorandum of Understanding and in terms thereof.

All parties shall act on the server copies of this order duly downloaded from the official *website* of this Court.

Urgent photostat certified copies of this order, if applied for, be supplied to the parties on compliance of necessary formalities.

(Kausik Chanda, J.) (Arijit Banerjee, J.)