

04,DL,Ct.18
23.09.2021
AJ.

C.O. 1606 of 2020
(Through Video Conference)
Md. Anwar Alam Khan
-Vs-
Abdul Khalique Nehal & Ors.

Mr. Tarique Quasimuddin,
Mr. Abbas Ibrahim Khan.
... for the petitioner.

Mr. Saptangshu Basu,
Ld. Senior Advocate,
Mr. Ayan Banerjee,
Mr. Abid Jamal.
....for the opposite party nos.1 to 6.

The opposite party no. 1 to 6 by the order dated January 06, 2021 were permitted to withdraw the occupation charges deposited in the appeal Court below and to remit the same to the bank account of the decree-holders.

It is submitted by the learned counsel for the parties that the said opposite parties have withdrawn the amount deposited in the said appeal towards occupation charges.

Mr. Saptangshu Basu, learned senior advocate appearing on behalf of said opposite party nos. 1 to 6 submits that his clients have issued a cheque in the name of the petitioner of an amount of Rs.18,39,000/- (Rupees Eighteen Lakhs Thirty nine Thousand) drawn on Union Bank of India, Calcutta- Ezra Street Branch dated September 21, 2021 bearing no. 000925.

Mr. Ayan Banerjee, junior to Mr. Basu, appearing physically before this Court hands over the said cheque to Mr. Tarique Quasimuddin, learned advocate for the petitioner.

Mr. Quasimuddin submits that the petitioner is receiving the said cheque for self and on behalf of other decree-holders, he files an affidavit whereby the petitioner has given the following undertaking:-

“That I undertakes that in the event if the Title Appeal being T.A. No. 58 of 2013 (Abdul Khailique Nehal & Ors. Vs. Md. Anwar Alam Khan & Ors.) now pending before the Learned 6th Bench Judge, City Civil Court at Calcutta is decided against the decree holders then I shall be liable to refund and/or return the amount received as an occupational charge in terms of any directions which this Hon’ble Court may pass within the stipulated time as directed and/or asked.”

Another affidavit affirmed by the petitioner indemnifying the said opposite parties from any adverse claim in respect of the said amount of occupation charges is also filed by Mr. Quasimuddin.

The said affidavits be kept with the record.

The opposite parties no. 1 to 6, subject to encashment of the abovementioned cheque, are discharged from their liability of payment of the said amount of occupation charges to the decree-holders.

C.O. 1606 of 2020 is disposed of with the above terms without any order as to costs.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Biswajit Basu, J.)