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AS/3/2014
IA NO: GA/1/2014(Old No:GA/1091/2014),
GA/2/2014(Old No:GA/3644/2014),
GA/4/2020, GA/5/2020
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

L & W COMMERCE LTD
VS
OWNERS AND PARTIES INTERESTED IN THE VESSEL M.V.HAN BAEK 1

Before:
The Hon'ble Justice SHEKHAR B. SARAF
Date: 8th June, 2021.

Appearance:
Mr. Subhojit Roy, Adv.

Mr. Souvik Kundu, Adv.
Mr. Amitava Majumder, Adv.

The Court: Mr. Subhojit Roy, advocate appearing on behalf of the plaintiff submits that the suit has been settled and consent terms have been filed in Court. The consent terms are before me. It appears from the consent terms that the defendant is required to pay a sum of USD 93,906.80 by way of full and final settlement of the plaintiff's claim. Mr. Subhojit Roy informs me that the payment has been made to his clients. Accordingly, Registrar(O.S), High Court of Calcutta is directed to release the bank guarantee that had been furnished by the defendant.

Mr. Roy also prays for refund of the court fees that have been paid at the time of institution of the suit. He submits that in terms of a recent Supreme Court judgment he is entitled to claim refund of the same. He

further relies upon Chapter 6A of the High Court, Original Side, Rules to buttress his argument. In light of the same, liberty is granted to him to approach the Registrar, Original Side for refund of the court fees with a direction upon the Registrar, Original Side to act in accordance with law.

In light of the above direction, the suit is disposed of. All connected applications are also accordingly disposed of.

The Department is directed to strike off the suit and the connected applications from the ledger forthwith.

(SHEKHAR B. SARAF, J.)

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