

06.04.2022
Court No.13
Item No.12-13
sp

RVW 20 of 2022
With
IA NO: CAN 1 of 2022
Shriram Housing Finance Limited
Vs.
Sri. Debasish Ghosh and Ors.

With
WPA 17460 of 2021
With
IA NO: CAN 1 of 2022
Sri Debasish Ghosh
Vs.
State of West Bengal and Ors

(Through Video Conference)

Mr. Suddhasatva Banerjee
Mr. A.K. Singh

....For the petitioner in
WPA 17460 of 2021.

Mr. Debjit Mukherjee
Mr. Subrata Dasgupta
Ms. Susmita Chatterjee

.... For the State.

Mr. Joy Saha, Senior Advocate
Mr. Arnab Basu Mullick

.... For the Respondent No.4 in
WPA 17460 of 2021 and Review
Petitioner in RVW 20 of 2022.

On 16th March, 2022 this Court had adjourned the matter to 29th March, 2022 to enable the parties to explore the possibilities of amicable settlement.

On 29th March, 2022 when the matter was taken up, it was jointly submitted by the parties that they had amicably resolved their disputes and differences and had sought time to record a formal settlement for which the matter was kept this day.

It is submitted by Mr. Suddhasatva Banerjee, advocate for the petitioner in WPA 17460 of 2021 and Mr. Joy Saha, Senior Advocate for the Shriram Housing Finance Limited that the parties have acted in terms of their agreed settlement terms and necessary steps have been taken in pursuance thereof as recorded in the Minutes of the Meeting dated 29th March, 2022 and signed by the parties and their respective advocates. The original copy of the minutes of the meeting is placed before this Court. Let the same form a part of this order.

In terms of the said minutes the petitioner in WPA 17460 of 2021 has entered into a One Time Settlement Offer with Shriram Housing Finance Limited for a sum of Rs. 21 lakhs to be paid by 29th March, 2022. The petitioner having paid the entire sum to Shriram Housing Finance Limited has received the keys to the property and has come into possession of the mortgaged asset. Further due to the OTS Shriram Housing Finance Limited has closed the loan account at their end and has undertaken to hand over the deeds at the earliest. Further it also submitted and recorded in the said minutes that the 2 cheques bearing no.339349 dated 3rd November, 2021 for a sum of Rs.5,47,433/- and bearing no.339350 dated 27th December, 2021 for a sum of Rs.3,00,000/- both drawn on State Bank of India, Shambazar Branch in

favour of Shriram Housing Finance Limited which were handed over by the petitioner to Shriram Housing Finance Limited vide order dated 24th December, 2021 has also been handed over to the petitioner.

It is also fairly submitted by both sides that there remains no further claim of either party against each other.

The title deeds of the secured asset shall be returned to the petitioner within a period of one month from date along with a 'No Dues Certificate'.

Thus, the parties having settled the disputes amicably and the said loan account being closed, nothing further remains to keep the said matter pending and that the same is disposed of as settled.

There shall be no order as to costs.

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

(Rajasekhar Mantha, J.)