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AP 47 OF 2006

IA NO : GA/1/2022

With

IA NO : GA/2/2022

With

IA NO : GA/3/2022

IN THE HIGH COURT AT CALCUTTA

ORDINARY ORIGINAL CIVIL JURISDICTION

ORIGINAL SIDE

GLENMARC PHARMACEUTICALS LTD.

Vs.

ANAND MOHAN

BEFORE :

The Hon'ble JUSTICE KRISHNA RAO

Date: 2nd August, 2022.

Appearance:

Ms. Iram Hassan, Adv.

Mr. Naresh Balodia, Adv.

Mr. Pallav Choudhary, Adv.

ORDERGA 1 of 2022

Petitioner has filed the instant application praying for condoning the delay of 41 days for filing the instant application for recording the death of the respondent namely Anand Mohan and recording the name of Taneesha Devi Mohan, Kirtimaan Ajaykant Mohan and Dhritimaan Vijaykant Mohun as legal heirs of the deceased Anand Mohan.

Perused the application and found that sufficient cause has been shown for not filing the application within the stipulated period. Delay of 41 days is condoned. Petitioner is granted leave to carry out the amendment by recording the death of the deceased Anand Mohan and to record the name of the legal heirs of Anand Mohan has substituted respondents in the application filed under Section 34 of the Arbitration and Conciliation Act, 1996.

GA 1 of 2022 is disposed of.

GA 2 of 2022

The petitioner has filed the instant application for condoning the delay of 2097 days for filing an application for setting aside for order of abatement. Sufficient cause has been shown accordingly delay of 2097 days is condoned.

GA 2 of 2022 is disposed of.

GA 3 of 2022

The petitioner has filed the instant application for setting aside the order of abatement of AP No. 47 of 2006. Sufficient cause has been shown in the application accordingly, the order of abatement is set aside and AP No. 47 of 2006 is restored in its original file.

Petitioner is granted leave to carry out the amendment within 2 (two) weeks from date and to reaffirm the petition upon amendment being carry out. The petitioner is directed to serve the amended petition to the substituted respondents within 2 (two) weeks thereafter.

GA 3 of 2022 is disposed of.

The petitioner has filed the application under Section 34 of the Arbitration and Conciliation Act, 1996 challenge the award passed by the Ld. Sole Arbitrator dt. 28.12.2005.

During the pendency of the instant matter, the petitioner and the respondent have settled their dispute by entering into the Terms of Settlement on the following terms and conditions:

- a) The petitioner is hereby surrendering and giving up all its rights, claims and interests in the subject property of the said award in favour of the substituted respondents and is returning physical possession of the same in its entirety to the substituted respondent, namely, Dhritimaan Vijaykant Mohun, Taneesha Devi Mohan and Kirtimaan Ajaykant Mohan absolutely and forever.*
- b) The petitioner is paying Rs. 18,00,000/- (Rupees Eighteen Lakhs Only) to the substituted respondents after deducting TDS of Rs. 1,80,000/- (@*

10%). The amount net of taxes being Rs. 16,20,000/- is paid in the following manner:

- i) Rs. 5,40,000/- vide Cheque No. 264154 dt. 02.08.2022 drawn on bank of India, Andheri Corporate Banking Branch, Mumbai, Maharashtra – 400058 in favour of Dhritimaan Vijaykant Mohun.
- ii) Rs. 5,40,000/- vide Cheque No. 264155 dt. 02.08.2022 drawn on bank of India, Andheri Corporate Banking Branch, Mumbai, Maharashtra – 400058 in favour of Taneesha Devi Mohan.
- iii) Rs. 5,40,000/- vide Cheque No. 264156 dt. 02.08.2022 drawn on bank of India, Andheri Corporate Banking Branch, Mumbai, Maharashtra – 400058 in favour of Kirtimaan Ajaykant Mohan.

All the above cheques have been handed over to Dhritimaan Vijaykant Mohun who is the constituted Attorney of his sister Taneesha Devi Mohan and his brother Kirtimaan Ajaykant Mohan. The petitioner shall deposit the TDS and file TDS return within due date and forward TDS Certificate to the substituted respondent was the same is made available by the authorities.

- c) On and from this date of the terms, the petitioner shall have no further liability on account of the subject property on account of rent, occupation charges, taxes and other outgoings or on any other head or account whatsoever and the substituted respondent shall have no obligations towards the petitioner.
- d) The petitioner and the substituted respondent hereby released, acquit and discharge each others from all claims or demand in respect of subject property and also in respect of those arising out of the said award and the said award stands fully satisfied and completed.
- e) The parties hereto confirm and declare that they have voluntarily and on their own free will and volition, arrived at the settlement.
- f) Save claims expressly mentioned in the terms of settlement, the parties hereto state that they have no further claim and demands against each other and all disputes and differences have been amicably settled by the parties hereto. The parties agreed that they shall not initiate any action against each other in future in respect of the subject matter of the present dispute.

The Terms of Settlement entered between the parties dt. 02.08.2022 is kept with the record.

In view of the above mentioned settlement arrived between the parties, AP No. 47 of 2006 is thus disposed of.

(KRISHNA RAO, J.)

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