

ORDER

OD-2

IN THE HIGH COURT AT CALCUTTA  
ORDINARY ORIGINAL CIVIL JURISDICTION

IA NO: GA/5/2022  
IN  
CS/50/2011  
JAIN INFRAPROJECTS LTD.  
VERSUS  
ASHA MIRCHANDANI WATER STREET AND ORS.

BEFORE:  
THE HON'BLE JUSTICE RABINDRANATH SAMANTA  
DATE : 23<sup>RD</sup> AUGUST 2022

*APPEARANCE:*

*Mr. Suvasish Sengupta, Advocate*  
*Mr. S.D. Majumdar, Advocate*  
*Mr. Sarosij Dasgupta, Advocate*  
*... for plaintiff.*

*Mr. Soumyajit Mishra, Advocate*  
*... for defendant nos. 1A, 1B & 9.*

*Mr. Dibanath Dey, Advocate*  
*... for defendant no.8.*

*Mr. Ritesh Kumar Ganguly, Advocate*  
*... for defendant no.10.*

The Court:- The parties file a Memorandum of Settlement in original. Let it be kept on record.

Now, the application being GA/5/2022 is taken up for hearing.

I have heard learned lawyers appearing for the parties.

This Court, by order dated 12<sup>th</sup> July 2022, partly disposed of the application relating to prayers (b) to (g).

Learned lawyers appearing for the parties submit that the suit be decreed in terms of the Memorandum of Settlement and as per prayers (h) and (i) of the application.

I have gone through the Memorandum of Settlement arrived at amongst the parties. The terms of settlement of the Memorandum of Settlement appear to me lawful. So, the suit may be decreed in terms of the aforesaid Memorandum of Settlement.

Accordingly, the suit be decreed in terms of the Memorandum of Settlement. The Memorandum of Settlement do form a part of the decree.

The concerned department is directed to draw up and complete the decree expeditiously.

In view of the above, the suit as well as all the pending applications stand disposed of. Parties shall bear their respective costs.

(RABINDRANATH SAMANTA, J.)

s.kumar