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IA NO. GA/1/2022

In CS/139/2022

IN THE HIGH COURT AT CALCUTTA

ORDINARY ORIGINAL CIVIL JURISDICTION

Original Side

NOPANY AND SONS PRIVATE LIMITED

Vs.

STELLAR REALTY LLP

BEFORE :

The Hon'ble JUSTICE KRISHNA RAO

Date: 15th July, 2022.

Appearance:

Mr. Ranjan Deb, Adv.
Mr. R. Deb, Adv.
Mr. Meghjit Mukherjee, Adv.
Mr. D. Mukherjee, Adv.
Mr. R. Agarwal, Adv.
...for the Plaintiff

Mr. P. Gharai, Adv.
Mr. Deva Nand Misra, Adv.
Mr. Prashant Kumar Singh
....For the Defendant

ORDER

The plaintiff has filed the instant suit praying for the following reliefs:-

"a) A decree for Specific Performance of the agreement dated March 13, 2020;

b) A declaration that the defendant and/or in predecessors in interest shall have no right and/or interest and/or title in respect of the premises no. 11, Rowdon Street, Kolkata and the plaintiff is entitled deal with and/or disposed the said property at his own discretion.

c) A declaration that the defendant is not entitled to make any claim on any account whatsoever in respect of the said premises no. 11, Rowdon Street, Kolkata, save and except refund of Rs. 15,00,00,000/- in terms of the agreement dated March 13, 2020.

d) Perpetual injunction be issued restraining the defendant, their men, agents, servants and assigns from making any claim in respect of premises no. 11, Rowdon Street, Kolkata.”

During the pendency of the suit, the plaintiff and the defendant have entered into a settlement on the following terms and conditions:-

“a) The plaintiff shall make payment to the defendant of Rs. 15,00,00,000/- (Rupees fifteen crore only) in full and final settlement of the claims of the defendant in terms of the agreement dated March 13, 2020 within a period of one (1) month from this day.

b) Upon receipt of the said sum of Rs. 15,00,00,000/- (Rupees fifteen crore only), the defendant shall not have any right, title and interest in the premises and the plaintiff shall be entitled to deal with the said property at its own discretion.

c) The Development Agreement dated May 2, 2016 executed between the plaintiff and the defendant registered with the Registrar of Assurances in Book No. 1, Volume No. 1902 to 2016 in pages from 60607 to 60680 being no. 190201954 for the year 2016 as well as the General Power of Attorney executed in favour of Ms. Nita Madhuwani, and registered with the Additional Registrar of Assurances – III in Book No. VI, CD Volume No. 8 in pages from 6857 to 6872 Being no. 06470 for the year 2010 in favour of Ms. Aruna Sharma and registered with the Additional Registrar of Assurances – III in Book No. VI , CD Volume No. 8 in pages from 6873 to 6888 Being no. 06471 for the year 2010 shall stand cancelled and/or delivered up.

d) The plaintiff shall be at liberty to deal with and/or disposed of the said property and to execute formal deed of conveyance in favour of prospective purchaser.

In view of the above terms and conditions, the CS No. 139 of 2022 along with GA No. 1 of 2022 is also disposed of. Decree be drawn accordingly.

Copy of this order along with decree be sent to the Registrar of Assurances for registration at the cost, charges and expense of the plaintiff.

(KRISHNA RAO, J.)

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