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ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

CS/109/2017
IA No. GA/3/2019 (Old No. GA/2591/2019)

HALDIA PETROCHEMICALS LTD
VS
UTTAM KUMAR BASU

BEFORE:

The Hon'ble JUSTICE KRISHNA RAO

Date : November 28, 2023.

Appearance:

Mr. D. Gomes, Adv.

Mr. S. Datta, Adv.

Ms. Amrita Panja Moulick, Adv.

The Court: Mr. D. Gomes, learned advocate is appearing for the plaintiff.

Ms. Amrita Panja Moulick, learned advocate is appearing for the defendant.

The parties have filed the terms of settlement entered into between the plaintiff and the defendant dated 28th October, 2023.

Counsel for the respective parties submitted that both the parties have settled their disputes by entering into a settlement and prayed for passing decree in terms of the settlement dated 28th October, 2023.

Considered the submission made by the counsel for the respective parties.

The terms of settlement entered into between the parties reads as follows:-

“5. That in view of the above, the plaintiff and the defendant have agreed to the following terms:

(i) That the instant terms of settlement relate only to all claims, disputes and causes of action arising out of and/or in connection with the instant suit being C.S. No.109 of 2019 and all connected applications filed therein.

(ii) The term “Dispute” as used in this agreement means any claim, conflict, cause of action as made out in the instant suit and on the basis whereof the instant suit was filed.

(iii) That the instant terms of settlement will be binding upon the parties hereto and their heirs, executors, assigns, representatives, agents and successors in office.

(iv) That upon execution of these terms of settlement no party shall have any claim, cause of action and/or dispute against the other in any form or manner whatsoever, in relation to the dispute and/or issues and/or cause of action forming the subject matter of the instant suit being C.S. No.109 of 2019, in present or in future and all disputes shall be deemed to have been fully and finally settled between the parties.

(v) The plaintiff agrees not to proceed with the instant suit being C.S. No. 109 of 2019 and all claims made therein along with all connected applications immediately upon execution of the terms of settlement.

(vi) The defendant hereby agrees that upon execution of the terms of settlement he or his agent, representative or any person claiming through or under him, will not bring any action, claim, file any complaint before any authority, court, judicial/quasi-judicial authority pertaining to and/or touching upon the subject matter of the instant case/proceedings/issues.

(vii) The parties agree hereto that the instant terms of settlement shall not form the subject matter and/or any cause of action in relation to any future law suits, action, claims by

and between the parties and/or their heirs, agents, representatives, companies and or parties claiming through or under it.

(viii) The parties hereby agree that the instant settlement is a lawful agreement, and the parties are competent and authorized to enter into and execute such settlement.

(ix) The parties will take steps to have the instant suit and all proceedings connected thereto disposed of on the basis of the instant terms of settlement. The parties will also take steps for dismissal and/or withdrawal of all other suits or appeals or any other proceeding, if any, filed by them against each other in connection with the subject matter of the present suit.

(x) The terms of settlement shall be prepared and executed in triplicate with one original being retained by each of the parties and the other filed before this Hon'ble Court.

(xi) The parties represent and warrant that the signatories to the settlement have been duly authorized by them to sign and execute the instant terms of settlement.

(xii) Both parties represent and warrant that the present settlement is being entered into with free consent and the same is not caused by any fraud, coercion, undue influence, mistake and/or misrepresentation.

(xiii) Both parties represent and warrant that the present settlement is made with a lawful object and consideration and the scope and object of the same is neither void nor voidable in law.

(xiv) The parties hereby agree to execute all documents, cause papers etc. required to carry out the terms, conditions and obligations under these terms of settlement.

(xv) The parties agree to keep confidential and not disclose to any third party the terms and conditions of this settlement or the existence thereof, except as is necessary to effectuate any

term or provision of this settlement, or except as required by law.

(xvi) This settlement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this settlement.

(xvii) If any provision of this agreement is held to be invalid, illegal or unenforceable it shall to that extent be deemed not to form part of this Agreement. The invalidity, illegality or unenforceability of that provision shall not in any way affect the other provisions of this Agreement. The parties shall attempt to substitute for any invalid, illegal or unenforceable provision with a valid, legal and enforceable provision of this settlement.

(xviii) The parties shall attempt to substitute for any invalid, illegal or unenforceable provision with a valid, legal and enforceable provision.

(xix) The parties declare to have read and understood the entire settlement and agree to all of its terms.”

In view of the above, CS/109/2017 is disposed of.

Decree be drawn accordingly.

The terms of settlement dated 28th October, 2023 be made part of the decree.

In terms of the above, the pending applications are also disposed of.

(KRISHNA RAO, J.)