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IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

CS 74 OF 2022
WITH
IA NO.GA 1 OF 2022
IA NO. GA 3 OF 2022

IN THE MATTER OF:
PUSHPAK COMMERCIAL COMPANY LIMITED
VS
TANAGERS DEVELOPER PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date : 16th August, 2023.

Appearance:

Mr. Tapan Coomaar Dey, Adv.
Mr. Syed Bakhtiyar Adil Rahman, Adv.
Mr. Syed Rahil Faraz, Adv.
for plaintiff / petitioner

Mr. Suddhasatva Banerjee, Adv.
Ms. Radhika Singh, Adv.
Mr. Shashwat Nayak, Adv.
For defendant/respondent

The Court : The defendant has in terms of the order dated 27th June, 2023, carried to Court a demand draft of Rs. 21, 44,292/-. This figure is arrived at by deducting Tax Deducted at Source (TDS) at the rate of 10% from Rs. 20,00,000/- and adding Rs. 3,60,000/- towards 18% Goods and Service Tax (GST) and then deducting therefrom a sum of Rs.15,708/-. The particulars of this calculation have been agreed by and between the parties and is reflected in the terms of settlement dated 11th August, 2023 signed by the parties and their respective advocates.

The demand draft is made over to the learned advocate for the plaintiff. The plaintiff shall be entitled to encash the demand draft and appropriate the money realised therefrom.

The terms of settlement dated 11th August, 2023 which is apparently a lawful agreement is taken on record.

Let this suit be decreed in terms of the terms of settlement.

The decree be expeditiously drawn up by making the terms of settlement a part thereof.

The suit is, accordingly, disposed of.

Any pending application in the suit is also disposed of without any further orders in view of the suit being settled.

(ARINDAM MUKHERJEE, J.)

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