

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

EC/641/2018
KOTAK MAHINDRA BANK LTD.
VS
RONIT NIRMAN PRIVATE LIMITED & ORS.

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 2nd February, 2024.

Appearance:
Ms. S. Das, Adv.
Mr. Himangsu Bhowsingka, Adv.
Mr. Rohan Kumar Thakur, Adv.
...for the decree-holder.

The Court: It is submitted on behalf of the award holder that pursuant to a Memorandum of Understanding dated 16 October 2023 entered into by and between the award holder and award debtor, the award debtors have been paying regular instalments in terms of the said Memorandum of Understanding. In such circumstances, the pendency of this proceeding would not serve any purpose.

EC/641/2018 stands disposed of in view of the Memorandum of Understanding dated 16 October, 2023. A copy of the same be kept with the records.

Liberty is granted to the award holder to file a fresh execution application in accordance with law for the entire awarded amount in case of any default in terms of clause 3 of the Memorandum of Understanding.

(RAVI KRISHAN KAPUR, J.)