

10.06.2025
Sl. 34
AMR
Ct.No.-655

SA 96 of 2011
With
CAN/7/2025

Hindustan Petroleum Corporation Ltd.
Vs.
S. K. Banerjee @ Suchit Kumar Banerjee

Mr. Chanchal Kumar Dutta
Ms. Krishna Mullick

...for the Appellant

Mr. Suchit Kumar Banerjee

...for the Respondent (In person)

In Re: CAN 7 of 2025

1. Affidavit of service filed today is taken on record.
2. Appellant/Hindustan Petroleum Corporation Limited is represented by the learned advocate.
3. Respondent is present in person.
4. This application is taken out on behalf of the parties with a prayer that the matter in dispute in between the parties has already been settled outside of the Court in the terms of settlement filed with this application. The terms of settlement signed by both the parties is annexed with this application.
5. A suit was instituted at the behest of the plaintiff/respondent no. 1 with a prayer for ejectment against the defendant/appellant before the learned Trial Court being Title Suit No. 35 of 2006 on the ground of expiry of lease by

efflux of time. The suit was decreed on contest against the present appellant.

6. Challenging the said order passed by the learned Trial Court, the defendant/appellant filed a First Appeal before the First Appellate Court being Title Appeal no. 288 of 2008 and the appeal was dismissed affirming the judgment and decree passed by the learned Trial Court.

7. Being aggrieved by and dissatisfied with the said order of the First Appellate Court, this Second Appeal is preferred on behalf of the defendant/appellant.

8. It is said by the parties that during pendency of this appeal, the matter in dispute has already been settled outside of the Court by filing the terms of settlement.

9. In this second appeal an order was passed by this court on 11.05.2012 *interalia* directing the petitioner/appellant to deposit Rs.1,20,000/- per month from 1st May, 2012 with the Registrar General of this court and further direction was given upon the appellant to deposit occupational charges of Rs.1,25,49,000/- as arrear occupational charges from the period of 1st May, 1988 till 30th April, 2012.

10. Perused the terms of settlement and other materials on record. The parties have settled up the matter out of court and they have no objection regarding terms and conditions of the settlement. Moreover the terms of the settlement are not illegal. There is no impediment in allowing the application filed at the behest of both the parties.

11. Accordingly, the instant appeal be and the same is hereby decreed on compromise in terms of settlement as annexed with this application.

12. It is said by the learned Advocate for the defendant/appellant that the appellant has no objection if deposited amount with the Registrar General as per terms of the order passed by this court dated 11.05.2012 be transferred to the Bank Account of the Respondent.

13. The learned Registrar General is directed to transfer and release the money, as deposited by the appellant/petitioner along with the accrued interest therein in the Savings Bank A/C No. 10598374492 stands in the name of the respondent within thirty days from this date.

14. Department is directed to draw up the decree at once.

15. Solenama/ settlement do form part of the decree.

16. No order is passed as to costs.

(Prasenjit Biswas, J.)