

AD-11
Ct No.16
18.02.2025
TN

FA 64 of 2025
IA No: CAN 1 of 2024

Rita Khanna
Vs.
Jaikumar Chandumal Shahani

Mr. Jaydip Kar, Ld. Sr. Adv.,
Mr. Debdeep Sinha,
Mr. Mainak Chandra

....for the appellant

Mr. Utpal Bose,
Mr. Meghnad Dutta,
Mr. S. Rudra

....for the respondent

1. Learned senior counsel appearing for the parties submit that good sense has prevailed and the parties have arrived at a settlement between themselves.
2. The broad contours of the settlement are that the appellant shall be delivering vacant and peaceful possession of the suit property in favour of the respondent/plaintiff before June 30, 2025 and file an undertaking formally to that effect by March 07, 2025.
3. The payment of occupation charges at the rate of Rs.20,000/- and the modalities thereof as well as other details of the settlement are recorded in Clauses A to J of paragraph no.3 of a joint written suggestion filed by the parties in court today. Such written suggestion of the parties be kept on record.

4. Accordingly, FA 64 of 2025 along with IA No: CAN 1 of 2024 as well as Ejectment Suit No. 9 of 2018 pending in the trial court are disposed of in terms of the settlement between the parties as recorded in Clauses A to J of paragraph no.3 of the written suggestion of the parties. Such clauses be deemed to be a part of the present decree and are set out as follows:

- A. "The appellant hereby gives an undertaking before this Hon'ble Court that the appellant would deliver vacant and peaceful possession of the suit property to the respondent/plaintiff on or before June 30, 2025 on as is where is basis. For this purpose, the appellant would file a formal undertaking separately before the Hon'ble Court, by 7th March, 2025.
- B. The appellant has furnished a statement showing particulars of deposits made with the Rent Controller and/or in the Court and has handed over the copies of all the available challans in originals relating to such deposits to the advocate for the respondent with effect from December, 2002 to October, 2024.
- C. The appellant agrees to fully co-operate with the respondent in withdrawal of the such amounts deposited with the Rent Controller and/or the Court, which the respondent would appropriate in full and final settlement of its claim towards arrears of rent.
- D. That on and from the month January, 2025 till the date of vacating the suit property i.e. 30th

June, 2025 or any other day earlier than that the appellant would pay occupation charges at the rate of Rs.20,000/- per month directly to the following bank account of the respondent:

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a)	Name of the Account Holder	:	Jaikumar Chandumal Shahani
b)	Savings Bank Account No	:	402610100007469
c)	Name of the Bank and Branch	:	Bank of India, Jawaharlal Nehru Road Branch
d)	IFSC Code No	:	BKID0004026

Such payment for the arrear months shall be deposited by February 28, 2025.

E. The appellant would also pay occupation charges @ Rs. 2,500/- per month for the months of November, December, 2024 and January, 2025 @ Rs.20,000/- by 28th February, 2025. The liability to pay occupation charges shall cease on handing over possession of the property. Month by month occupation charges from February 2025 shall be paid by 10th of the next month.

- F. That apart from above occupational charges, no other claim shall be made by the respondent from the appellant in any manner whatsoever in future, and all claims on account of mense profits of the plaintiff/respondent shall stand fully and finally settled on payment of aforesaid charges.
- G. Consequently, the parties hereto shall have no claim against each other and no other claims whatsoever will be raised by any of the parties or by their legal-heir and/or men and/or agents and/or assigns and/or representative against the other. Both parties' rights if any against each other shall stand relinquished.
- H. The respondent/plaintiff would be at liberty to execute the decree if the appellant commits breach of any one of the aforesaid terms. This is without prejudice to the right of the respondent to initiate proceedings for contempt proceeding against the appellant for having committed breach of appellant's undertaking.
- I. Upon the appellant complying with all the aforesaid terms within the stipulated period the ejectment decree passed in the said suit shall stand satisfied.
- J. The suit being Ejectment Suit No. 09 of 2018 and the appeal being F.A. No. 64 of 2025 will also stand disposed of on the basis of the terms of settlement filed herein."

5. There will be no order as to costs.
6. A formal decree be drawn up accordingly.

(Sabyasachi Bhattacharyya, J.)

(Uday Kumar, J.)