

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

IA NO. GA/1/2025
In
CS/3/2025
ABID ESTATES PRIVATE LIMITED
VS
UNION BANK OF INDIA

BEFORE:
THE HON'BLE JUSTICE ARINDAM MUKHERJEE
Date: 22nd December, 2025.

Appearance:
Mr. Tarique Quasimuddin, Adv.
Ms. Sanchita Chaudhuri, Adv.
Mr. Firdaush Ahmed, Adv.
For the plaintiff
Mr. Ranajit Chowdhury, Adv.
Mr. Purnendu Modak, Adv.
For respondent bank

The Court: It is jointly submitted by the plaintiff and the defendant that a lease deed in respect of the suit property has been executed by the plaintiff in favour of the defendant on 19th December, 2025. A photocopy of the IGR evincing such execution of lease, placed before the Court is taken on record.

Although, the lease is executed on 19th December, 2025 but is effective from 6th September, 2024 and, as such, the lease rental from September 2024 till December 2025 as fixed under the said lease deed is outstanding. The learned advocate for the defendant bank submits that the bank undertakes to pay such arrears of lease rent. The defendant bank shall pay the principal

sum on account of such arrears of rent with applicable statutory rates and taxes, if any, by 16th January, 2026.

The current lease rental for the month of January 2026 shall be paid within 10th of each succeeding month and month by month as agreed under the lease deed.

It is submitted by the plaintiff and not disputed by the defendant that there is an outstanding sum of Rs.1,53,400/- on account of maintenance charges payable by the defendant bank to the plaintiff. The communications placed before the Court in this regard are taken on record.

The defendant bank through its advocate Mr. Ranajit Chowdhury undertakes to pay such dues by 16th January, 2026.

The defendant bank is directed to pay the said sum of Rs.1,53,400/- by 16th January, 2026.

Since the parties have mutually agreed to settlement terms no interest on the outstanding sum and cost is awarded to the plaintiff.

Nothing further remains in this suit as the suit is for eviction of the defendant from the suit property, arrears of rent and mesne profit and a lease has been executed between the parties in respect of the said suit property.

By consent of the parties the suit is treated as on day's list and is, accordingly decreed on the aforesaid terms. All pending applications, if any, are also disposed of without any further orders.

It is made clear that in the event of default on the part of the defendant in paying the money as indicated hereinabove, the plaintiff shall be entitled to put the decree into execution without any further orders.

The decree be drawn up expeditiously.

(ARINDAM MUKHERJEE, J.)

Sb/