OD 9, 10, 11, 12.

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

IN THE MATTER OF :-
IA NO. GA/9/2019 (Old No: GA/643/2019)
In CS/77/1995
SUDERA REALTY PVT LTD
Vs
INDIAN OIL CORPORATION LTD.

IA NO. GA/10/2019
In CS/77/1995
INDIAN OIL CORPORATION LTD.
Vs
SUDERA REALTY PVT LTD

IA NO. GA/12/2023
In CS/77/1995
SUDERA REALTY PVT LTD
Vs
INDIAN OIL CORPORATION LTD.

IA NO. GA/13/2025
In CS/77/1995
SUDERA REALTY PVT LTD
Vs
INDIAN OIL CORPORATION LTD.

BEFORE :
THE HON'BLE JUSTICE ANANYA BANDYOPADHYAY
DATE : NOVEMBER 21, 2025.

The Court:- The learned Advocate representing the respective parties are present. During the pendency of the instant suit, the parties of the same appeared before the Hon'ble Supreme Court, in a Special Leave to Appeal being

No. 7467-7468/2024 and indicated the disputes to have been settled between the parties. Accordingly, the Special Leave to Appeal had been disposed of, vide order dated 7.4.2025.

The parties to the suit had filed the instant GA/13/2025 in connection with the suit No. 77 of 1995, on 3.11.2025, inter alia stating the negotiated terms of settlement as follows:-

i. *The parties have agreed to settle the entire claim of the plaintiff towards defendant's occupation of the 2nd, 3rd and 4th floors at 1 Shakespeare Sarani, Kolkata 700071, being the suit premises, up to 31 May 1994, at an amount of Rs. 20,50,00,000 (Rupees Twenty Crore and Fifty Lakh only), together with Goods and Services Tax at the rate of 18% thereon amounting to Rs. 3,69,00,000 (Rupees Three Crore Sixty Nine Lakh only). Thus, the total amount towards full and final settlement of all the claims of Plaintiff is Rs. 24,19,00,000 inclusive of GST.*

ii. *The above total sum of Rs. 24,19,00,000 (Twenty Four Crore Nineteen Lakh only) shall be reduced by the sum of Rs.2,34,93,739 (Rupees Two Crore Thirty Four Lakh Ninety Three Thousand Seven Hundred Thirty Nine only), which has already been withdrawn by the plaintiff as stated above.*

iii. *Further, the defendant has already deposited a sum of Rs.8,16,732.41 with the Learned Registrar, Original Side, which would be permitted to be withdrawn by the plaintiff upon passing of an appropriate order by* *this Hon'ble Court in terms of the instant settlement. The said sum of Rs 8,16,732.41 shall also be reduced from the total settlement amount of Rs.24,19,00,000 mentioned above.*

iv. *The balance amount payable by the defendant to the plaintiff the instant terms of settlement would be Rs.21,75,89,528.59 (Rupees Twenty-One Crore Seventy-Five Lakh Eighty-Nine Thousand Five Hundred Twenty-Eight and Paisa Fifty-Nine only). The said amount shall be paid after deducting TDS u/s 194-1 @10% or at the rate as per lower deduction certificate u/s 197 of the IT Act, 1961 to be provided by the Plaintiff applicable on the total settlement amount i.e. Rs. 20,50,00,000 (Rupees Twenty Crore and Fifty Lakh only).*

v. *That the parties shall take immediate steps to withdraw all pending applications/ appeals/ revisions pending before different courts in connections with / arising out of instant suit bearing CS No. 77 of 1995, including the application for recall pending before the Hon'ble Supreme Court.*

vi. *Upon passing of a decree by this Hon'ble Court in terms of the above stated settlement terms between the parties, the plaintiff shall raise a GST invoice for the entire settlement amount i.e. Rs. 20,50,00,000 (Rupees Twenty Crore and Fifty Lakh only) upon the defendant mentioning the GST Identification number of the defendant, together with a "bank mandate form", cancelled cheque, and a copy of the PAN Card of the plaintiff to enable the defendant to make payment of the* *above sum of Rs.21,75,89,528.59 within 7 days of the receipt of the GST invoice alongwith Cancelled cheque and copy of PAN card of Plaintiff.*

vii. *The defendant shall make payment of the balance amount of Rs.21,75,89,528.59 (Rupees Twenty-One Crore Seventy-Five Lakh Eighty-Nine Thousand Five Hundred Twenty-Eight and Paisa Fifty-Nine only), upon deducting TDS, within 7 days of receipt of the tax invoice and the completed "bank mandate form" along with cancelled cheque and PAN card of the Plaintiff. The plaintiff shall duly deposit the said amount of GST within the stipulated period and provide proof of such payment having been made, evidencing discharge of corresponding GST liability.*

viii. *The plaintiff shall file all necessary GST returns in a timely manner to enable the Defendant get the benefits of GST input credit, if any, on the GST amount paid by defendant to the plaintiff.*

ix. *That the above said compromise has been accepted / approved by the Board of Directors of the respective companies i.e. plaintiff and defendant.*

Consequent to the aforesaid terms and conditions the plaintiff is to withdraw the sum of Rs.8,16,732.41 deposited before the High Court at Calcutta by the defendant in compliance of the order dated December 04, 2023 passed in GA/1/2023 arising out of APOT – 382 of 2023 along with the accrued interest. The department is to take necessary steps in disbursing the deposited amount as aforesaid along with the accrued interest in favour of the plaintiff within a period of ten days from the date of communication of this order. The individual parties to the suit, their predecessors, successors, transferees, assigns, legal representatives and/in any person claiming under them are debarred to claim any portion of the principal sum, arrear rent, tax, duties, charges, levies or otherwise against each other and not to challenge or reopen the disputes between the parties in connection with the instant suit strictly abiding by the Terms of Settlement as mentioned above.

The department is directed to draw the compromise decree passed on the terms of settlement as aforesaid.

The Civil Suit No. CS 77 of 1995 along with the pending applications, if any, are disposed of.

Interim orders, if any are vacated.

(ANANYA BANDYOPADHYAY, J.)

GH.