

20.05.2026.
Item No. 2.
Court No. 13
pk

**F.A. No. 201 of 2019
With
I.A. No. CAN 4 of 2021
CAN 5 of 2024 (Not in file)
CAN 6 of 2026**

**Smt. Basanti Rani Karmakar
Versus
Sri Mrinal Kanti Das**

Mr. Sourav Sen,
Mr. Aritra Sinha,
Ms. A. Chakraborty,
Ms. A. Roy

... for the appellant.

Mr. Surya Prasad Chattopadhyay,
Mr. Arjun Samanta.

...For the respondent.

Re: CAN 6 of 2026

1. Parties have filed CAN 6 of 2026 recording the terms of settlement arrived at amicably by and between them. The said application has been signed by both the parties themselves in a representative capacity as well.
2. The appeal is disposed of on the terms of compromise morefully described under paragraph 5 of pages 4 and 5 of the said application.
3. The same are set out herein below :

I. The applicant no. 2 shall render all formats of assistance and co-opertation to the applicant no. 1 herein in affirming this instant application at which point, this instant first appeal shall stand withdrawn/disposed off.

II. The applicant no. 01 shall execute and registered a deed of sale within one twenty days from the date of disposal of this

instant appeal in favour of applicant no. 02 herein in respect of the suit property being all that two storied building standing on R.S. plot no.202, L. R. Plot No. 285, LR Khatian No. 6827, P. S.- Nakashipara, Mouza-Jagadanandapur, JL No. 46, admeasuring about 04 decimals of land.

III. The applicant no.01 shall have the liberty to withdraw the amount of Rs.6,80,000/- (Rupees Six Lakhs Eighty Thousand) as deposited by the applicant no. 02 before the Nazir Khanna of the learned court below in terms of the judgement and decree dated 21.12.2015 passed in Title Suit No. 198 of 2013.

IV. The applicant no.02 will further pay an amount of Rs.3,00,000/- (Rupees Three lakhs only) to the applicant no.01 in terms of this settlement and such amount will be paid at the time of the execution of the sale deed/Deed of Conveyance by the applicant no. 01 in favour of the applicant no.02.

V. The applicant no.02 shall bear the cost of registration and the stamp duty of the aforesaid sale deed/Deed of Conveyance.

VI. The applicants hereto have conceded and settled to act in terms of the terms and settlement I to V of the paragraph 5 herein above and neither of the applicants would agitate any further claims beyond the terms of settlement as set out above and upon affirmation of this instant application, any such claim against the other party, if any, shall be considered to have been relinquished and abandoned.

VII. The applicants herein mutually declare that the applicant no. 01 herein shall withdraw her possession from the suit premises and shall hand over vacant possession of the same to the applicant no. 02 at the time of registration and execution of the deed of sale.

VIII. That each term will be a consideration of the other term.”

4. Accordingly, CAN 6 of 2026 is, therefore, allowed.

5. The Department shall draw up a decree incorporating the aforesaid terms of compromise as set out herein above as expeditiously as possible.

6. In view of the above, FA 201 of 2019 is disposed of. Consequently, connected all pending applications are also disposed of.

7. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

(Rajasekhar Mantha, J.)

(Rai Chattopadhyay, J.)