

Form No. J(2)

In the High Court at Calcutta
Civil Appellate Jurisdiction
Appellate Side

Present: The Hon'ble Justice Sabyasachi Bhattacharyya
And
The Hon'ble Justice Supratim Bhattacharya

FA 40 of 2023
IA No: CAN 3 of 2026

Ramesh Chandra Khowala and another
Vs.
Reshmi Sarkar Chakraborty and others

For the appellants : Mr. Ratul Das,
Mr. Shoham Sanyal

For the respondents : Mr. Aniruddha Chatterjee, Snr. Adv.,
Mr. Pranay Mukherjee

Heard on : 26.02.2026

Judgment on : 26.02.2026

Sabyasachi Bhattacharyya, J.:-

1. The present appeal arises at the behest of the defendants in a suit challenging three title deeds of the defendants. By the impugned judgment and decree dated November 9, 2022 passed by the learned Judge, Seventh Bench, City Civil Court at Calcutta in Title Suit No. 811 of 1998, the said deeds were cancelled.

2. Learned counsel appearing for the parties, while moving the application for recording compromise, bearing CAN 3 of 2026, submit that the parties have entered into a compromise between themselves and seek disposal of the appeal in terms of such compromise. In terms of the said compromise, the parties have agreed not to proceed with the appeal and simultaneously to withdraw the allegations made by them in the suit itself against each other.
3. We find from a perusal of the terms of the compromise, which have been reduced to writing in the 'Terms of Settlement', a copy of which is annexed to CAN 3 of 2026, that the said terms are otherwise lawful.
4. Accordingly, CAN 3 of 2026 along with CAN 2 of 2023 (treating the same to be in the day's list) are disposed of.
5. Simultaneously, FA 40 of 2023 stands disposed of in terms of the compromise as recorded in the terms of settlement annexed to CAN 3 of 2026. The said terms of settlement be made a part of the decree.
6. We also hereby record that pursuant to Clause (d) of the said terms of settlement, a demand draft of Rs. 60 lakh is handed over by the first party/appellants, through their learned Advocate, to the learned Advocate appearing for the second party/respondents, the latter receiving the same on behalf of his clients. We are assured by learned senior counsel appearing for the respondents that a valid receipt, in terms of Clause (d) of the Terms of Settlement, shall be made over to

the learned Advocate for the appellants by tomorrow (February 27, 2026).

7. There will be no order as to costs.
8. A formal decree be drawn up accordingly.

(Sabyasachi Bhattacharyya, J.)

I agree.

(Supratim Bhattacharya, J.)