

ORDER SHEET

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

CS/26/2005

THE ROYAL BANK OF SCOTLAND N.V.
VS
SURAJIT SEN

BEFORE:
THE HON'BLE JUSTICE ANANYA BANDYOPADHYAY
Date: 17th June, 2026

Appearance:

Mr. Paritosh Sinha, Adv.
Ms. Shrayashee Das, Adv.
Mr. Tridibesh Dasgupta, Adv.
Ms. Anukriti Agarwal, Adv.
...For the Plaintiff

Mr. A. Dutt, Adv.
Mr. A. P. Agarwalla, Adv.
...For the Defendant

The Court:- The Learned Advocate representing the plaintiff as well as the defendant have filed Terms of Settlement which, inter alia, states as follows:

"b) The Plaintiff agrees to file an application for withdrawal of the suit before the Hon'ble High Court at Calcutta being CS 26 of 2005 on the basis of the present terms of settlement simultaneously with the Defendant's above-mentioned application for withdrawal of SLP before the Supreme Court of India.

c) Both the parties to the agreement confirms and agrees and hereby irrevocably releases/discharges each other and agrees that there will be no claims against each other pursuant to the Decree dated 27th February 2002 or the transaction referred to in the said decree and/or in respect of any legal charges incurred for any legal proceedings undertaken in respect of the deed of guarantee referred to in the said Decree.

d) Upon signing of the instant terms of settlement it is confirmed and agreed by the parties that it is the full and final settlement of disputes between the parties.

e) On signing and execution of these instant terms of settlement by fulfilling all the above-mentioned clauses, both the parties will declare, confirm and agree that no claims in future will be raised against each other regarding this instant Terms of Settlement and Decree dated 27th February 2002 or the transactions referred to therein.

f) On signing and execution of this instant Terms of Settlement, both the parties will withdraw all the pending proceedings stated above filed against each other.

g) Defendant and the Plaintiff shall sign and execute all such papers and documents and shall do all such acts and/or deeds as may be required from time to time in furtherance of withdrawal of all proceedings.

h) If there is default of any of the above-mentioned clauses this Terms of Settlement the non-defaulting party shall give 48 hours notice to the defaulting party to rectify the default failing which the settlement shall stand infructuous.”

The instant suit being CS 26 of 2005 is disposed of as withdrawn on the basis of the Terms of Settlement signed between the parties and the Advocates.

(ANANYA BANDYOPADHYAY, J.)