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ORDER SHEET

CS 84 of 2023
IA No.GA/1/2023
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

URMILA AGARWAL & ANR.
VS.
PAWAN PROPERTIES & ORS.

BEFORE:
The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date: 6th March, 2026.

Mr. V. V. V. Sastry, Mr. Debargha Basu, Ms.
Khusi Gupta, Advocates for the plaintiffs.

Mr. Soumya Ray Chowdhury, Mr. Sanjay Ginodia,
Mr. Manoj Kr. Tiwari, Ms. Rajeshwari Prasad, Advocates for defendant no.1.

Mr. Sukrit Mukherjee, Mr. Paritosh Sinha, Mr. K. K. Pandey,
Ms. Mallika Bothra, Advocates for defendant no.2.

The Court : The plaintiffs and the defendant no.1 have settled the disputes involved in this suit which is recorded in a Terms of Settlement dated 25th February, 2026 signed by the plaintiffs and the defendant no.1 and their respective Advocates. The Terms of Settlement is taken on record. The defendant nos.2 to 5 are not the signatories to the Terms of Settlement.

It is submitted by the plaintiffs that in paragraph 56 of the plaint it has been categorically stated that no relief has been sought for against the defendant nos.2 to 5. The word "Parties" has been also defined in such manner in the Terms of Settlement.

On behalf of the defendant no.2 it is submitted that the plaintiffs and

the defendant no.1 are free to settle the disputes inter se between them which neither can affect the right of the defendant no.2 nor will be binding on the said defendant. It is further submitted by the defendant no.2 that in the Terms of Settlement it is mentioned as "Parties" which pre-supposes that the same includes all the defendants in the suit. It is also submitted that it should be clarified that the Terms of Settlement has not been entered into by and between the plaintiffs and the defendant no.2.

On behalf of the plaintiffs it is submitted that no Vakalatnama has been filed by the defendant no.2 in the suit although writ of summons has been served on the said defendant.

Mr. Paritosh Sinha, learned Advocate appearing on behalf of the defendant no.2 submits that M/s. Sinha & Company, Advocates have entered appearance on behalf of the defendant no.2 in the interlocutory application and he takes the responsibility of representing the defendant no.2 in the suit.

Mr. Sinha is, therefore, permitted to file his Vakalatnama in the suit by 10th March, 2026.

After considering the Terms of Settlement which is duly stamped and punched on 26th February, 2026, I find that the same are prima facie lawful. The suit is decreed against the defendant no.1 in terms of the Terms of Settlement by making the said Terms of Settlement a part of the decree.

The suit stands disposed of against all the defendants on the decree being passed against the defendant no.1.

All pending applications in the suit also stand disposed of without any further order.

Interim order, if any, stands vacated.

Let the decree be drawn up expeditiously.

(ARINDAM MUKHERJEE, J.)

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