

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

IA No. GA/1/2025

In
CS/87/2025

THE FATEHPUR SINGHANIA PANCHAYAT & ANR.
VS
CHAITANYA KUMAR SINGHANIA & ORS.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 25th February, 2026.

Mr. Sankarsan Sarkar, Adv.
Mr. Sourojit Dasgupta, Adv.
Mr. Abhishek Jain, Adv.
.. . for the plaintiffs.

The Court:-The parties have settled the disputes in the suit by way of a Memorandum of Settlement dated 16th February, 2026 typed out in a non-judicial stamp paper of Rs.10/- having number 24AC 016564. The said Memorandum of Settlement has been signed by the plaintiff no.2, being the Secretary of the plaintiff no.1 Society and Chaitanya Kumar Singhanian, the defendant no.1. The said Memorandum of Settlement was notarized on 18th February, 2026. Although, an opportunity was granted to the parties to file the said Memorandum of Settlement as a terms of settlement for the suit being decreed in terms of the terms of settlement, but the same could not be done as the defendant no.1 is ill and hospitalized.

The learned Advocate representing the plaintiffs says that the plaintiffs have given him instruction to withdraw the suit since the parties have settled the disputes on the basis of the Memorandum of Settlement dated 16th February, 2026.

The suit is treated as on the day's list and dismissed for non-prosecution.

Interim order including the appointment of a Receiver, if any, stands vacated and/or discharged.

Nothing further remains to be adjudicated in the suit since the parties have arrived at an out of Court settlement as recorded hereinabove.

All pending applications are disposed of accordingly.

(ARINDAM MUKHERJEE, J.)