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**(2026) 07 CAL CK 0120**  
**In the Calcutta High Court, Original Side**  
**Case No : CS/167/2008**

Ranjit Prasad Shaw and Anr.

APPELLANT

Vs

Surendra Prasad Shaw and Ors.

RESPONDENT

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**Date of Decision :** 21-07-2026

**Acts Referred:**

**Citation :** 2026:CHC-OS:319

**Hon'ble Judges :** Ananya Bandyopadhyay, J.

**Bench :** Single Bench

**Advocate :** For the Plaintiff: Mr. Gaurav Das, Mr. Anath Bandhu Dutta; For the Respondent: Mr. Mukesh Kumar Gupta

**Final Decision :** Disposed of

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## Judgement

1. The suit has been instituted for partition of the joint property together with consequential reliefs at the stage of final hearing. The parties have placed before this Court duly executed Terms of Settlement for acceptance and disposal of the suit.

2. The Terms of Settlement revealed every dispute relating to the suit property had been amicably resolved. It provides for partition by metes and bounds, allotment of the respective portions to the parties, regulation of the common areas, delivery of possession, distribution of the amount, lying in the Receivership account, mutation of the allotted portions and relinquishment of every further claim in respect of the suit property. The parties have affirmed that the settlement has been entered into voluntarily and out of their own free will.

3. The Court is satisfied that the settlement is lawful, comprehensive and capable of implementation. No provision thereof appears to offend any principle of law or public policy. Acceptance of the settlement would secure a complete and enduring resolution of disputes between the co-sharers.

4. The application of partition annexed to the Terms of Settlement from paragraph-8A to 8K shall form an integral part of the decree.

5. Accordingly, the Terms of Settlement are taken on record and shall constitute the part of this judgment.

6. There shall be a final decree for partition in terms of the Terms of Settlement. The allotments contained therein are affirmed and each party shall hold and enjoy the portion allotted to such party as the exclusive owner thereof subject to the rights reserved in respect of the common passage and other common facilities specified in the settlement.

7. The parties shall deliver vacant and peaceful possession of their respective allotted portions within the period stipulated in the Terms of Settlement and shall abide by every covenant provided therein.

8. Mr. Anath Bandhu Dutta, Learned Advocate, being the surviving Joint Receivers and Joint Partition Commissioner shall be entitled to operate the Receivership Account being No. 0091010391047 maintained with the Punjab National Bank, High Court Branch, distribute the amount lying therein in the manner agreed by the parties as mentioned in paragraph-8J of the Terms of Settlement and thereafter, file a report before this Court whereupon he shall stand discharged from his assignment.

9. The parties shall be at liberty to seek mutation of their respective allotted portions before the competent statutory authorities which shall consider such applications in accordance with law and on the strength of the decree passed herein.

10. The Terms of Settlement shall bind the parties and every person claiming through or under them.

11. The suit and all connected applications stand disposed of in terms thereof consequent upon the decree passed herein.

12. All interim orders, if any, stand vacated.

13. Let a decree be drawn up as expeditiously as possible in terms of the Terms of Settlement.

14. CS/167/2008 is disposed of.

15. There shall be no order as to cost.