

1. Girharilal Baid residing in the town of Rajalesar in the District of Churu in the State of Rajasthan outside the aforesaid jurisdiction, 2. Chhaganmal Khawaswal residing in the town of Rajalesar in the District of Churu in the State of Rajasthan outside the aforesaid jurisdiction, 3. Lakhtchand Kundalia residing in the town of Rajalesar in the District of Churu in the State of Rajasthan outside the aforesaid jurisdiction.

-Vs-

1. Manick Chand Baid, 2. Sm. Chand Debi, 3. Noratanmal Baid, 4. Bijoy Singh Baid, 5. Tej Singh Baid, 6. Sm. Mangi Debi all residing in the town of Rajalesar in the District of Churu in the State of Rajasthan outside the aforesaid jurisdiction the plaintiffs Nos. 3, 4, and 5 abovenamed being minors under the age of 18 years by their another and next friend Sm. Chand Debi. .... Plaintiffs.

India.

The President of the Union of

(Seal)

Suit No. 1612 of 1958

IN THE HIGH COURT AT CALCUTTA

Ordinary Original Civil Jurisdiction.

*Settlement  
in favor  
of Plaintiff*

*Terms of*

*Consent Statement  
of Suit*

Bhatnag Post Office Changanabandha District Cooh-  
 behar (west Bengal) outside the aforesaid jurisdiction  
 5. Sm. Singari Devi residing in the town of Rajal-  
 deser in the District of Churu in the State of  
 Rajasthan outside the aforesaid jurisdiction.  
 6. Sm. Sohani Devi residing in the town of Rajal-  
 deser in the District of Churu in the State of  
 Rajasthan outside the aforesaid jurisdiction. 7 Sm.  
 Tanoo Devi wife of Surmal Darga residing in the  
 town of Gardarshahr in the District of Churu in the  
 State of Rajasthan outside the aforesaid jurisdiction  
 8. Sm. Mahu Devi residing in the town of Rajaldesar in  
 the District of Churu in the State of Rajasthan  
 outside the aforesaid jurisdiction. 9. Beoulal Sharma  
 Valya residing in the town of Rajaldesar in the  
 District of Churu in the State of Rajasthan outside  
 the jurisdiction aforesaid 10. Beharayan Pandey  
 (sewa) residing in the town of Rajaldesar in the  
 District of Churu in the State of Rajasthan outside  
 the aforesaid jurisdiction. 11. Messrs. Sarkar &  
 Brothers (properties) Ltd. a private limited company  
 having its registered office at No. 2 Mahant Depandi  
 Road, Calcutta within the aforesaid jurisdiction.  
 12. Hiral Agarwal son of late Lalchand Agarwal  
 residing in the town of Rajaldesar in the District  
 of Churu in the State of Rajasthan outside the aforesaid  
 jurisdiction. 13. Bhawari Devi wife of Mohan Lal D

Deva residing

Applications pursuant to notice being dated the  
tenth day of October one thousand nine hundred and  
fifty eight and at the day of December one thousand nine  
hundred....

of a receiver; for costs etc.  
discovery for accounts for the appointment if necessary  
allotted to the plaintiffs; for an injunction for  
sation and/or recovery of possession of the property  
inoperative and not binding on the plaintiffs; for posses-  
as mentioned in the plaint are void, unenforceable,  
determination that the assignments and transfers effected  
shares according to their respective shares; for further  
properties and all documents of the same amongst the  
their joint family properties; for partition of the said  
declaration of the respective shares of the plaintiffs in  
the plaintiffs in the joint family properties; for  
of trust does not affect the right title and interest of the  
Deed of Trust for declaration that the said purported Deed  
set aside; for delivery up and cancellation of the said  
not binding on the plaintiffs and that the same should be  
unenforceable and in any event  
also hundred and fifty one executed by the defendant  
Trust dated the Seventeenth day of December one thousand  
Suit for a declaration that the purported Deed of

Defendants.

Jurisdiction.

Hajasthan outside the aforesaid  
the District of Churu in the State of  
residing in the town of Hajaldesar in

hundred and fifty eight respectively this day made to  
 the Honorable Gopendra Krishna Mitter, one of the  
 Judges of this Court by the advocates for the plaintiffs  
 in the presence of the advocates for the defendants  
 Chhaganlal Khemswal, Sm. Sitgurt Debti Sm. Sabant Debti,  
 Sm. Tanoo Debti, Sm. Mukhu Debti and Messrs. Sarkar and  
 Brothers (properties) Ltd. (the defendants) Lakhmi Chand  
 Kundalia, Maheshwar Sarna, Babulal Sharma Valiya,  
 Badrinarayan Pandey (Sewa) Hirshat Agrwala and Bhawari  
 Debti not appearing either in person or by Advocate) And  
 upon reading on the part of the Plaintiff the said notices  
 and two affidavits of services of Mohit Kumar Mitter and  
 Debendra Nath Chakravarty of the due service thereof  
 affirmed on the nineteenth day of November one thousand  
 nine hundred and fifty eight and eleventh day of December  
 one thousand nine hundred and fifty eight respectively  
 and filed on the twentieth day of November one thousand  
 nine hundred and fifty eight and eleventh day of  
 December one thousand nine hundred and fifty eight respect  
 ively and a petition of the plaintiffs and affidavit  
 of Bhanwarlal said in verification thereof affirmed on  
 the seventh day of October one thousand nine hundred  
 and fifty eight and filed on the tenth day of October one  
 thousand nine hundred and fifty eight and another petition  
 of the plaintiffs and the annexure thereto and marked A and  
 an affidavit of Bhanwarlal one thousand nine hundred  
 and fifty eight and filed on the eleventh day of December  
 one thousand nine hundred and fifty eight. And upon  
 reading...

Girdharilal

reading on the part of the defendant Messrs. Sarker & Brothers (properties) Ltd. two several affidavits of Dukhineswar Sarker both affirmed on the thirteenth day of January one thousand nine hundred and fifty nine respectively and both filed on the thirteenth day of April one thousand nine hundred and fifty nine And this Court being of opinion that it would be for the benefit of the infant plaintiffs if the following decree is made and granting leave to the next friend of the infant plaintiffs to compromise the suit upon the terms of settlement set out in the Schedule hereunder written. And the adult parties appearing and the next friend of the infant plaintiffs having arrived at an adjustment of the suit upon the said terms of settlement. It is ordered with the consent of the adult plaintiffs and the next friend of the infant plaintiffs by the signatories of their constituted attorney and of the defendants Girdharilal Bald, Chhaganmal Khawaswal, Sa. Sahand Devi and Sa. Tamko Devi by the signatures of their constituted attorney and of the defendant Sa. Mahu Devi by the signature of her constituted attorney and of the defendant Messrs. Sarker & Brothers (Properties) Ltd. by the signatures of its Director and by the Signature of the Supreme Court Advocate of the plaintiffs at foot of the said terms that the said adjustment be recorded and the terms of settlement ought to be carried out and the same are ordered and decreed accordingly in so far as the plaintiffs and the defendants

*Court's opinion to compromise the suit is correct*

Girdharilal Baid, Chhaganlal Khawaswal, Sm. Singari Debi,  
 Sm. Sahani Debi Sm. Jamko Debi, Sm. Kohu Debi and Messrs  
 Sarkar & Brothers (Properties) Ltd are concerned and so far  
 as they relate to this suit.

Witness Shri Kulada Charan Das Gupta, Chief Justice at  
 Calcutta appeared the thirteenth day of April in the  
 year one thousand nine hundred and fifty-nine.

Sudhansu K. Bose.  
 Advocate Supreme Court.  
 Attorneys.  
 P. N. Sen & Co.  
 Hindra Nath Bose  
 Abit Kumar Ghose  
 M. K. Ray & Co.  
 Attorneys.  
 G. K. Mitter.  
 Attorney  
 Attorney.  
 Attorneys.

S.A. Banerji  
 Master. 3.2.61

Schedule above referred to  
 Terms of Settlement.

1. It is declared that the properties mentioned in  
 Schedule "A" to the plaint except the premises No.2A,  
 Raja Haj Kissen Street and 35A and 36B Sahitya Parishad  
 Street in the town of Calcutta being item No.1 in the  
 said Schedule "A" are joint ancestral properties of the  
 defendant No.1 Girdharilal Baid, defendant No.8, Sm. Mahboob  
 Debi and plaintiffs Messrs Chand Baid, Sm. Manji Debi  
 Norstammal...

Norbanmal Bai, Bijoy Singh Bai, Tej Singh Bai, the last named three being minors under the age of 18 years sons of Sobhanand Bai deceased represented by their mother next friend and natural guardian Sm. Chand Debi the plaintiff No. 2 and Sm. Chand Debi.

2. The premises No. 2A, Raja Raj Kissen Street and 36A, B and 36B, Sehtiya Parishad Street, Calcutta are the self acquired and separate property of the defendant No. 1

3. The Deed of Settlement dated the 17th December 1957 was validly made.

4. The lease dated 10th October, 1955 granted by the defendant No. 1 to Messrs Sarker & Brothers (Properties) Ltd of No. 2, Baharshi Debendra Road, Calcutta-6 of the premises No. 2A, Raja Raj Kissen Street and 36B, Sehtiya Parishad Street Calcutta and the lease dated 22nd July, 1958 of No. 36A Sehtiya Parishad Street, Calcutta were validly granted and will stand.

5. That by consent of the settlor, the defendant No. 1 and of all beneficiaries of and under the Deed of Settlement dated the 17th December 1951 the said deed of Settlement is varied and modified as per Agreement dated 30th March 1959 copy whereof is hereto annexed and marked "A".

6. That the Partition Suit No. 121 of 1958 filed in Court

10. Any liability in respect of Income tax, Corporation tax or other taxes and impositions or otherwise however in respect of the Calcutta Property being item No.1 of schedule "A" to the plaint or Rajaldesar Joint Family properties upto and including 31st December 1958 shall be to the account of and payable personally by defendant No.1 in default of such payments as aforesaid the amount in default shall be deducted by the Trustees to the said Deed of Settlement dated the 17th December, 1951 as varied and modified by the said Agreement from the share of Income of the Calcutta properties payable to defendant No.1 and paid to the public bodies or authorities concerned.

9. All claims against the defendant No.1 for accounts etc. are hereby given up No party shall have any other claim whatsoever in respect of the subject matter of this suit against the other.

according to their tenor

8. That the transfers of the properties contained in Schedule "B" shall be deemed to be valid and shall stand

5, and 8 and defendant No. 1 and 8

7. That properties in Schedule "M" are the ancestral and joint family properties of the plaintiffs Nos. 1, 2, 3, 4, 5,

Court shall be withdrawn by the defendant No.1 within one fortnight from filing of these terms in Court.



30-3-59  
Counsel D.L.C.R.

This agreement made this 23rd day of March one thousand nine hundred and fifty-nine between Arshad Ali Haidar son of Akbar Ali deceased ordinarily residing at Hajidagar District Churn in Rajasthan at present residing at No. 9, Armanian Street in the town of Calcutta by Gasti

D. K. Banerji.  
Master.  
3.2.61

14- These terms are arrived at by way of Finaly Arranged -ment and are for the benefit of the parties to the suit.

13. The suit and pending motions are disposed of on the above terms. Interim injunction stands dissolved.

12. Parties except the defendant no. 11 -/s. Gorkar & Bros (Proprietors), Ltd. to bear their own costs in the suit including fees paid to counsel and as between attorneys and client. The costs of the said defendant no. 11 in the suit as well as in the application shall be taxed by the taxing officer of this court and shall be paid by the trustees appointed in terms of the said Agreement.

11. All moneys by way of rent or otherwise due in respect of the properties in Calcutta upto and including 31st December 1958 shall be realized and appropriated by defendant no. 1.

Witness my hand  
this 23rd day of March 1959