

OCD-2

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

(COMMERCIAL DIVISION)
ORIGINAL SIDE

CS-COM/392/2024
(OLD NO. CS/145/2022)

BST INFRATECH LIMITED
VS
GAMMON ENGINEERS AND CONTRACTORS PVT. LTD.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 3rd July, 2026.

APPEARANCE:

Mr. Pradip Kumar Tarafder,, Sr. Adv.

Mr. Subir Pal, Adv.

Mr. Sambuddha Dutta, Adv.

For plaintiff

Mr. Dipnath Roychowdhury, Adv.

Mr. Rohit Mukherji, Adv.

Mr. Ramanuj Roy Chaudhuri, Adv.

For defendant

THE COURT: The matter was adjourned on 12th June, 2026 to enable the parties to explore the possibility of settlement since the defendant submitted that the defendant was interested in settling the matter.

It is submitted by Mr. Pradip Kumar Tarafder, learned senior advocate instructed by Mr. Subir Pal, learned advocate that there has been deliberation

between the parties during the interregnum. Although, the amount to be paid by the defendant to the plaintiff has been quantified along with interest but the number of instalments on which such sum will be paid by the defendant could not be arrived at to bring out a conclusive settlement.

It is the case of the plaintiff that the entire amount of Rs.64,00,000/- being the agreed sum along with interest should be paid in two equal instalments of Rs.32 lakhs each, the first one of which should be on 10th July, 2026 and the second and the last one on 15th August, 2026. On the other hand, Mr. Ramanuj Roy Choudhuri, learned advocate appearing on behalf of the defendant submits that his client intends to pay off the entire sum of Rs.64 lakhs in four equal instalments of Rs. 16 lakhs each , the first of which may be on 15th July, 2026 and the subsequent instalments on 15th of the next three successive months.

Since the parties have arrived at the quantum, there is every possibility of the suit being settled and such this Court heard the parties and discussed on the pros and cons of the settlement, if any.

In course of hearing the plaintiff and the defendant through their respective senior advocate/advocates have agreed to have Rs.64 lakhs which is principal sum inclusive of interest paid by the defendant in three monthly instalments which will be duly accepted by the plaintiff towards full and final payment of its dues.

In the aforesaid facts and circumstances, by consent of parties, the suit is decreed by directing the defendants to pay the said sum of Rs.64 lakhs as

full and final settlement of the plaintiff's claim in the suit in three monthly instalments, the first and the second instalments shall be of Rs.20 lakhs each and will have to be paid on 15th July, 2026 and 16th August, 2026. The balance sum of Rs. 24 lakhs shall be paid as the third and the last instalment on 17th September, 2026.

It is made clear that in default of paying any of the instalments within the time schedule provided for paying the same, the decree passed on consent shall become executable immediately. However, if the payment as directed is adhered to by the defendant no further step or coercive step can or could be taken by the plaintiff.

The decree be drawn up expeditiously.

The suit being CS-COM/392/2024 is decreed accordingly. All pending applications, if any, in the suit, also stand disposed of without any further order.

(ARINDAM MUKHERJEE, J.)

Sb/