

GAHC010137262022



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : CRP(IO)/145/2022

ARUN CHANDRA NATH AND ANR.
S/O LATE BAPDHAN NATH
R/O TOWN TELIA GAON,
MOUZA- NIZ SAHAR, P.S. SADAR,
DIST. NAGAON,
PRESENTLY RESIDING AT
C/O SAMBHU RAM DAS
DHARAPUR NOTUN BASTI,
P.O. DHARAPUR P.S. AZARA-781017, KAMRUP (M)

2: SMT. LABANYA KAKATI
W/O SHRI ARUN CHANDRA NATH
R/O TOWN TELIA GAON

MOUZA- NIZ SAHAR
P.S. SADAR

DIST. NAGAON

PRESENTLY RESIDING AT
C/O SAMBHU RAM DAS
DHARAPUR NOTUN BASTI

P.O. DHARAPUR P.S. AZARA-781017
KAMRUP (M)

VERSUS

SMT. KHIRODA KAKATI DAS AND ANR
W/O SHRI JAYANTA KUMAR DAS
R/O VILL- AMTALA, MOUZA - JARABARI, P.S. KAMPUR
DIST. NAGAON, ASSAM
P.O. PUB GUIMARI
PIN- 782425.

2:SHRI JAYANTA KUMAR DAS
S/O SHRI LOHIT CHANDRA DAS
R/O VILL- AMTALA
MOUZA - JARABARI
P.S. KAMPUR
DIST. NAGAON
ASSAM
P.O. PUB GUIMARI
PIN- 782425

Advocate for the Petitioner : MR. S SHARMA

Advocate for the Respondent : MR D MAHANTA

**BEFORE
HONOURABLE MR. JUSTICE ACHINTYA MALLA BUJOR BARUA**

ORDER

08.11.2023

Heard Mr. S Sharma, learned counsel for the petitioners. Also heard Mr. D Mahanta, learned counsel for the respondents.

2. This civil revision petition has been instituted being aggrieved by the ex-parte order dated 24.06.2019 of the learned Civil Judge, Nagaon in T.S. No.181/2021 (New)/T.S.No.52/18(Old), whereby the petitioners/defendants had been precluded from filing their written statement.

3. During the pendency of this revision petition, the matter was referred for mediation by the order dated 16.12.2022. Both the petitioners and the defendants participated in the mediation process resulting in the medication

order dated 11.10.2023 which is available as Flag-R of the records.

4. The terms of the mediation as per the order dated 11.10.2023 is extracted as below:

“To,

*The Secretary
Gauhati High Court
Mediation Centre*

Sub: Report of the Mediator

*Ref: Mediation Case No. 50/2022 in CRP (I/O) 145/2022 Arun Ch.
Nath –v/s- Smti. Khiroda Kakoti Das*

Dear Sir/Madam

With reference to the above mentioned case this is to inform you that the parties have settled the disputes and entered into an agreement on 07.10.2023 and they decided to withdraw their following cases:

- i. TS 52/2018 pending in the Court of Civil Judge, Nagaon.
CRP (I/O) 145/2022 pending before the Hon’ble High Court arises out of TS 52/2018.*
- ii. NI 48/2018 (Jayanta Kumar Das –v/s- LabanyaKakati)*
- iii. NI 53/2018 (Jayanta Kr. Das –v/s- Arun Chandra Nath)*
- iv. NI 58/2018 (Khirodkakati –v/s- LabanyaKakati)*
- v. NI 54/2018 (Jayanta Kr. Das –v/s- Arun Chandra Nath)*

All above are pending in the Court of Additional Chief Judicial Magistrate, Nagaon)

In view of the above the Mediation Case No. 50/2022 may be closed as settled.

N.B: Copy of the settlement agreement is enclosed herewith.”

5. The mediation order also refers to an agreement dated 07.10.2023, which is also available on record. On perusal of the same, it is noticed that the agreement is dated 07.08.2023 and not 07.10.2023. The settlement agreement

between the parties is also extracted as below:

“SETTLEMENT AGREEMENT

THIS DEED OF SETTLEMENT AGREEMENT is made on this 7 day of August 2023 at Guwahati

BETWEEN

1)Shri Arun Chandra Nath age 64 years s/o Late Bapdhan Nath 2) **Smti Labanya Kakati** age 61 years w/o Shri Arun Chandra Nath both are resident of Town Telia Gaon, Mouza Niz Sahar, P.S. Sadar, District- Nagaon Presently residing at C/O Sambhu Ram Das Dharapur Notun Basti P.O Dharapur P.S Azara 781017 Kamrup(M) hereinafter called the **First Parties**.

-AND-

1)Smt. Khiroda Kakati Das w/o Shri Jayanta Kumar Das (2) **Shri Jayanta Kumar Das** S/O Shri Lohit Chandra Das Both are resident of Village Amtala, Mouza Jarabari, P.S. Kamrup District Nagaon, Assam P.O.- Pub Guimari Pin-782425 do hereby referred to as the **Second Parties**.

WHEREAS, That, First party No.2 is the own sister of SECOND PARTY No.1 and First party 1 is the husband of First Party No.2 and SECOND PARTY No.2 is the Husband of SECOND party.1, and hence all are family members.

That, the 1st parties are the absolute owner of a plot of land measuring 1 katha with RCC building standing covered by Dag No. 578/.... Patta No. 33/..... of Telia Gaon Kissam Under Mouza Nizsahar in the district of Nagaon Assam.

The 2nd Parties has filed following cases in the district of Nagaon Assam which are as Under:

1. NI 48/2018 (JAYANTA KR DAS VS LABANYA KAKATI
2. NI 53/2018 (JAYANTA KR DAS VS ARUN CHANDRA NATH
3. NI 58/2018 (KHIRODA KAKTI VS LABANYA KAKATI
4. NI 54/2018 (JAYANTA KR DAS VS ARUN CHANDRA NATH) (All above are Pending in the court of Additional Chief Judicial Magistrate, Nagaon)
5. TS 52/2018 (KHIRODA KAKATI DAS & 1 OTHER VS ARUN CHANDRA NATH & 1 OTHER)
6. (The above noted case is pending in the court of Civil Judge, Nagaon)
7. CRP(IO) 145/2022 (ARUN CHANDRA NATH & 1 OTHER VS KHIRODA KAKATI DAS & 1 OTHER)

(The above noted case is pending before the Gauhati High Court)

WHEREAS both the parties are own family members and the case has been filed due to some misunderstanding both the parties has decided to settle the dispute amicably between them outside the court and decided to enter into this Deed of agreement.

NOW THIS DEED OF AGREEMENT WITNESSS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- 1. The 2nd Party had filed the suit for specific performance of contract and NI Cases under Section 138 for realization of money and the 1st Party has filed CRP(IO) before the Gauhati High Court under section 151 CPC seeking specific direction to allow the Written Statement and continue to contest the case.*
- 2. That at this stage both the parties came into settlement as the matter is between the family members and it will boost family relationship upon settlement. Further the parties decided that 2nd party will give a sum of Rs. 15,00,000/- to the 1st party as a full and final settlement agreement and will pay Rs. 2,00,000/- to the 1st Party on the date of agreement and the rest amount of Rs. 6,00,000/- will be paid after getting permission and Rs. 7,00,000/- will be paid at the time of registration.*
- 3. That the 1st party after execution of this settlement agreement 2nd Party will withdraw the T.S No. 52/2018 pending in the court of Civil Judge Nagaon and 1st party will apply for sale permission in favor of the 2nd Party and the 1st party will hand over the schedule land to the 2nd party, the 1st Party will give registered deed in favor of the 2nd party.*
- 4. That it is further decided that the 2nd Party will withdrawn the NI Act Cases against the 1st party (SL No. 1-4) which is pending in the Nagaon Court only after obtaining NOC for the suit land.*
- 5. That if the sale permission is not obtained due to any other reason as laid down by law then the civil case will be continue and the 2nd party can continue his civil case against the 1st Party.*
- 6. That through this deed of agreement the 1st party agrees not to execute any agreement or deed in favor of any third person who is not a party to this deed, for sale, transfer, lease, gift and agreement for sale without consent of the 2nd party in future and on violation of this condition this deed of agreement will become null and void.*
- 7. That, if any party violates the terms and conditions as sated above will be prosecuted as per law.*
- 8. **IN WITNESS WHEREO** the parties hereto have put their respective signatures*

on this Deed, out of their free will and after fully Understanding the Contents thereof on their day, month and Year mentioned herein above at Guwahati."

6. As the matter had been settled by the petitioners and the respondents through a mediation process resulting in the mediation order dated 11.10.2023 and the deed of settlement dated 07.08.2023, we accept the settlement and compromise between the parties and make the mediation order dated 11.10.2023 as well as the settlement agreement dated 07.08.2023 to be a part of the present order.

7. As agreed, both the parties would be binding to the terms of the mediation order dated 11.10.2023 and the deed of settlement dated 07.08.2023 to be scrupulously followed by both the parties. As the mediation order and the deed of settlement is made a part of the present judicial order, it is clarified that any violation or non-compliance of any of the term of the mediation order as well as the deed of settlement shall be construed to be a violation of the Court's order.

8. This civil revision petition stands disposed of in the above terms.

JUDGE

Comparing Assistant