

GAHC010203732016



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

Case No. : WA/131/2016

MD LUTFUR RAHMAN
S/O LT. HABIBAR RAHMAN R/O KHATABARI, WARD NO. 1, P.O. NALABARI,
DIST. NALBARI, ASSAM.

VERSUS

SANKARDEV NAMGHAR SAMITY MOROWA and 12 ORS
DIST. NALBARI, ASSAM, REP. BY ITS VICE- PRESIDENT SHRI GIRISH
BAISHYA.

2:SRI GIRISH BAISHYA
S/O LT. RAMESWAR BAISHYA R/O NALBARI
ASSAM.

3:SRI ARJUN BAISHYA
S/O LT. MANI RAM BAISHYA R/O VILL- MOROWA
P.O. MOROWA DIST. NALBARI
ASSAM.

4:SRI NRIPEN CHANDRA BAISHYA
S/O LT. JOGESWAR BAISHYA R/O VILL- MOROWA
P.O. MOROWA DIST. NALBARI
ASSAM.

5:SRI NAGEN SEAL
S/O LT. TANU RAM BAISHYA R/O VILL- MOROWA
P.O. MOROWA DIST. NALBARI
ASSAM

6:INDIAN OIL CORPORATION LTD.
REP. BY ITS GENERAL MANAGER
NORTH EAST INTEGRATED STATE OFFICE
EAST POINT TOWER
BAMUNIMAIDAN
GUWAHATI - 781021.

7:THE CHIEF GENERAL MANAGER LPG
INDIAN OIL CORPORATION LTD. ASSAM
OIL DIVISION
DIGBOI
DIST. TINSUKIA
ASSAM
PIN - 786171.

8:THE DEPUTY GENERAL MANAGER
L.P.G. NORTH EAST INTEGRATED STATE OFFICE
EAST POINT TOWER
BAMUNIMAIDAM
GUWAHATI -21.

9:THE SENIOR MANAGER
INTEGRATED AREA OFFICE
INDIAN OIL CORPORATION LTD.
DR. B.K. KAKATI LANE
ULUBARI
GUWAHATI -07.

10:THE DEPUTY COMMISSIONER
NALBARI
ASSAM.

11:THE ADDITIONAL DEPUTY COMMISSIONER
NALBARI
ASSAM.

12:THE CIRCLE OFFICER
BARBHAG REVENUE CIRCLE
DIST. NALBARI
ASSAM

Advocate for the Petitioner : MS.D MUSAHARY

Advocate for the Respondent : MR.I CHOWDHURYR- 1-4 and 6

BEFORE
HON'BLE MR. JUSTICE LANUSUNGKUM JAMIR
HON'BLE MR. JUSTICE KARDAK ETE

05.10.2023

(lanusungkum Jamir, J.)

O R D E R

Heard Mr. K.N. Choudhury, learned Senior counsel, assisted by Mr. N. Gautam,

learned counsel for the appellant. Also heard Mr. N.J. Khataniar, learned counsel for respondent Nos.1, 2, 3, 4 and 6.

It is submitted that during pendency of this writ appeal, parties have entered in an agreement that the respondent Nos.1, 2, 3, 4 and 6 have no grievance against the appellant and have decided not to pursue the prayer made in WP(C) No.5111/2012. The agreement dated 10.08.2023 is placed before this Court and the same reads as under:-

“This Memorandum of Understanding made and entered into on this 10th day of August Two Thousand and Twenty Three

B E T W E E N

1. SANKARDEV NAMGHAR SAMITY MOROWA, DIST. NALBARI, ASSAM, REP BY ITS VICE PRESIDENT SHRI GIRISH BAISHYA; 2. SRI GIRISH BAISHYA, S/O LT. RAMESWAR BAISHYA R/O NALBARI ASSAM; 3. SRI ARUN BAISHYA S/O LT. MANI RAM BAISHYA R/O VILL MOROWA PO. MOROWA, DIST. NALBARI, ASSAM; 4. SRI NRIPEN CHANDRA BAISHYA S/O. LT JOGESWAR BAISHYA, R/O VILL MOROWA PO. MOROWA, DIST. NALBARI, ASSAM; and 5. SRI NAGEN SEAL, S/O. TANU RAM SEAL, R/O VILL MOROWA PO. MOROWA, DIST. NALBARI, ASSAM hereinafter called the First Party of the One Part.

AND

MD LUTFUR RAHMAN S/O. HABIBAR RAHMAN R/O KHATABARI, WARD NO.1, PO. NALBARI, DIST. NALBARI, ASSAM hereinafter called the Second Party (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER part.

WHEREAS the FIRST PARTY was petitioner in WP(C) 5111/2012 which was disposed of by order dated 15.03.2016 in favour of the First Party by the Hon'ble Gauhati High Court. Thereafter the SECOND party preferred a WA 131/2016 before the Hon'ble Gauhati High Court which is pending disposal.

WHEREAS the FIRST PARTY at present do not have any grievance against the

SECOND PARTY and is not desirous to continue the litigation against the SECOND PARTY and as such the FIRST PARTY has decided not to pursue their prayer made in their writ petition which was allowed by the Hon'ble Learned Single Judge of the Gauhati High Court and has agreed on the following terms and conditions:-

- 1. That the FIRST PARTY shall instruct their lawyer to submit before the Hon'ble Gauhati High Court that they do not have any grievance against the SECOND PARTY and is not desirous to continue the litigation against the SECOND PARTY and they have no objection if the WA 131/2016 pending before the Gauhati High Court is allowed in favour of the SECOND PARTY.*
- 2. That the FIRST PARTY shall sign any documents which may be required to put forward before the Hon'ble High Court that they do not have any objection if the WA 131/2016 pending before the Gauhati High Court is allowed in favour of the SECOND PARTY.*
- 3. The rights and/or liabilities arising to any **party** to this agreement shall not be assigned except with the written consent of the other **party** and subject to such terms and conditions as may be mutually agreed upon.*
- 4. The MOU has been executed in English language which shall be binding and controlling language for all purposes of the MOU. Further the MOU has been executed in Nalbari, Guwahati after paying necessary stamp duties of Assam."*

In view of the aforesaid Memorandum of Understanding made between the parties, this Appeal is closed by merging the order of the learned Single Judge with the agreement made between the parties.

JUDGE

JUDGE

Comparing Assistant