

**HIGH COURT OF TRIPURA
AGARTALA
RFA No.27 of 2022**

Sri Sankar Debnath

S/O Late Haralal Debnath,
Resident of A.D. Nagar, Suryapara,
P.S.- A.D. Nagar, District- West Tripura.

----Appellant-plaintiff

Versus

1. Smt. Sanhita Datta

W/O Late Nilanjan Datta

2. Sri Dipanjan Datta

S/O Late Nilanjan Datta

3. Smt. Chandni Datta

D/O Late Nilanjan Datta

All are resident of Ramnagar, Road no-5, First Crossing,
P.O.-Ramnagar, P.S.-West Agartala, District-West Tripura.

---- Respondents-Defendants

For Appellant(s)	:	Mr. S. Das, Adv.
For Respondent(s)	:	Mr. T. K. Deb, Adv.
Date of hearing & Judgment & Order	:	15.03.2024
Whether fit for reporting	:	NO

HON'BLE MR. JUSTICE BISWAJIT PALIT

Judgment & Order(Oral)

Learned Counsel Mr. S. Das is present for the appellant
and Learned Counsel Mr. T. K. Deb is present for the
respondent.

The Coordinator, Mediation Centre, High Court of
Tripura, Agartala has submitted the report which is placed in
the file for perusal and further necessary order.

At this stage, Learned Counsel for the appellant submitted that the dispute has been amicably settled amongst the parties through mediation and as such the parties submitted a written settlement-agreement for disposal of this appeal.

Considered.

This appeal is preferred under Section 96 read with order XLI of Code of Civil Procedure against the judgment dated 22.12.2021 and decree dated 05.01.2022 delivered by Learned Civil Judge, Sr. Division, Court No-4, West Tripura, Agartala in T.S. 41 of 2017. The suit was filed for specific performance of contract for sale of land.

In course of hearing, Learned Counsel for the parties fairly submitted that the terms and conditions for settlement of dispute amongst the parties have been reduced into writing in presence of the mediator, the parties and their respective counsels. For the sake of convenience, the terms and conditions as per terms of settlement reduced into writing are narrated hereinbelow:

"1. That on 12.03.2024, the parties jointly measured the suit land with the help of a survey knowing person and found that the physical measurement of the suit land is actually 0.0604Acre instead of 0.070Acre within the same schedule as mentioned in the Plaint in T.S 41/2017.

2. That the respondent defendants agreed to sell and the appellant plaintiff agreed to purchase the said suit land measuring 0.0604Acre, @Rs.1,50,00,000/-(Rupees One Crore Fifty Lacs only) per Kani as both the parties find the said as the appropriate market rate of the said suit land measuring 0.0604Acre. The value of the land measuring 0.0604Acre is Rs.22,66,493(Rupees twenty two lacs Sixty Six thousand four hundred and Ninety-three only).

3. That the appellant plaintiff today paid Rs.6,00,000/-(Rupees Six Lacs only) vide Cheque no.000379 dt.12.03.2024 drawn on Bank of Baroda,

Ramnagar Branch as advance of consideration amount to the respondent Defendants and the rest consideration amount will be paid at the time of execution of the Sale Deed. It is also agreed that the appellant plaintiff shall bear the cost of Registration of the said Sale Deed.

4. That after execution of the Sale Deed regarding the aforesaid suit land measuring 0.0604Acre, the parties shall again jointly identify other land of the respondent defendants and both the parties shall cooperate in the said process.

5. That the transfer procedure of the said suit land measuring 0.0604Acre shall be completed within one month from the date of execution of this Mediation Agreement. Completion of this sale procedure will be considered as the performance of the Agreement for Sale dt.05.01.2016 between the parties and the parties shall not have any more demand to each other relating to the said Agreement for Sale dt.05.01.2016.

6. That if any of the parties fails to comply with the terms and conditions of this Mediation Agreement, the aggrieved party may take steps as per law for enforcement of this Mediation Agreement.

7. That both parties have entered into the present agreement without any pressure, coercion, fear or undue influence from any side.

8. That the parties shall remain bound by the terms of the present agreement and both the parties shall co-operate for the performance of the same."

From the above, it appears that the appellant of this appeal has paid Rs.6,00,000/-(Rupees Six Lacs only) vide cheque No.000379 dt.12.03.2024 drawn on Bank of Baroda, Ramnagar Branch as advance of consideration amount to the respondent-defendants and the rest consideration amount will be paid at the time of execution of the Sale Deed. After execution of the Sale Deed regarding the suit land measuring 0.0604 acres, the parties shall again identify other land of the respondent-defendants and both the parties shall cooperate in the said processes and it was further decided to complete the process of sale within a period one month in pursuance of Agreement for sale dated 05.01.2016 and the parties shall not

have any more demand to each other relating to the said Agreement for sale dt.05.01.2016.

In view of the above, after hearing Learned Counsel of both the parties, this Court feels it prudent to accept the aforesaid terms of settlement amongst the parties.

Accordingly, the same is accepted.

In the result, the present appeal is disposed of without contest amongst the parties of this appeal in pursuance of the terms of settlement of agreement made through mediation on 12.03.2024. The accepted terms of settlement of agreement amongst the parties through mediation shall form part of this decree.

It is expected that both the parties shall abide by the terms of settlement arrived amongst them through mediation at an earliest.

Prepare decree accordingly.

A copy of this order be furnished free of cost to Learned Counsel of both the parties.

Send down the LCRs along with a copy of this Judgment and order.

JUDGE