GAHC030001782026

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

Case No. : RFA/9/2026

Sh. Onish Moy Chakma
S/o Sonadhan Chakma, Resident of Kamalanagar-I, Chakma Autonomous District Council (CADC), Lawngtlai District, Mizoram.

VERSUS

Smt. Badhi Chakma
W/o Dipen Chakma, Resident of Kamalanagar-IV, Chakma Autonomous District Council (CADC), Lawngtlai District, Mizoram.

Advocate for the Petitioner : Mr. Samuel L Pachuau

Advocate for the Respondent : Mr. S. Vanlalhriata

Linked Case : I.A.(Civil)/129/2026

Sh. Onish Moy Chakma
S/o Sonadhan Chakma
Resident of Kamalanagar-I
Chakma Autonomous District Council (CADC)
Lawngtlai District
Mizoram

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Resident of Kamalanagar-IV
Chakma Autonomous District Council (CADC)

Lawngtlai District
Mizoram

Advocate for the Petitioner : Mr. Samuel L Pachuau
Advocate for the Respondent : Mr. S. Vanlalhriata

BEFORE
HONOURABLE MR. JUSTICE NELSON SAILO
ORDER

23.07.2026

Heard Mr. Samuel L. Pachuau, learned counsel for the appellant and Ms. Vanlalchhandami, learned counsel for the sole respondent.

The learned counsels for the rival parties submit that the parties have decided to settle the matter amicably out of Court and that a Memorandum of Amicable Settlement has been duly signed by them. To support their submission, the learned counsels have produced the Memorandum of Amicable Settlement dated 21.07.2026 signed by both the parties in front of two witnesses and their respective counsels. The same is being abstracted hereunder:

"***MEMORANDUM OF AMICABLE SETTLEMENT***

This Memorandum of Amicable Settlement is executed on this 21st day of July, 2026 at Aizawl, Mizoram.

BETWEEN

***Smti. Badhi Chakma**, W/o Dipen Chakma, Resident of Kamalanagar-IV, Chakma*

*Autonomous District Council (CADC), Lawngtlai District, Mizoram, hereinafter referred to as the **"First Party/Respondent"**, which expression shall, unless repugnant to the context or meaning thereof, include her heirs, legal representatives, executors, administrators and assigns.*

AND

***Shri Onish Moy Chakma**, S/o Sonadhan Chakma, Resident of Kamalanagar-I, Chakma Autonomous District Council (CADC), Lawngtlai District, Mizoram, hereinafter referred to as the **"Second Party/Appellant"**, which expression shall, unless repugnant to the context or meaning thereof, include his heirs, legal representatives, executors, administrators and assigns.*
*The First Party and the Second Party are hereinafter collectively referred to as the **"Parties."***

WHEREAS
*A. The Parties were involved in litigation arising out of **Money Case No. 86 of 2025** before the learned District Council Court, Chakma Autonomous District Council, Kamalanagar.*

*B. By Judgment and Order dated **15.12.2025**, the learned District Council Court directed the Second Party to pay a sum of Rs.5,00,000/- to the First Party.*

*C. Aggrieved thereby, the Second Party preferred **Regular First Appeal No. 9 of 2026** before the Hon'ble Gauhati High Court, Aizawl Bench, which is presently pending adjudication.*

D. During the pendency of the Appeal, execution proceedings were also initiated before the learned District Council Court.

E. With the intervention of well-wishers and upon mature deliberation, the Parties have voluntarily agreed to amicably resolve all their disputes on the following mutually agreed terms.

NOW THIS MEMORANDUM WITNESSETH AS FOLLOWS:
1. Settlement Amount
*The Parties agree that the total amount payable by the Second Party to the First Party towards full and final settlement of all claims arising out of Money Case No. 86 of 2025, the Judgment dated 15.12.2025 and the connected execution proceedings shall be **Rs.1,49,160/- (Rupees One Lakh Forty-Nine Thousand One Hundred Sixty***

only).

2. Basis of Settlement

The settlement amount has been arrived at on the following basis:

Particulars	***Amount (Rs.)***
Original Amount Alleged to have been Borrowed	*2,00,000.00*
Less: Amount Repaid	*(50,000.00)*
Less: Amount already deducted	*(30,000.00)*
Outstanding Principal	*1,20,000.00*
Interest @ 8.10% per annum for three years	*29,160.00*
Total Settlement Amount	***1,49,160.00***

3. Mode of Payment

The Second Party shall pay the aforesaid settlement amount by permitting deduction of ***Rs.10,000/- (Rupees Ten Thousand only)*** *every month from his pension account.*

The payment schedule shall be as follows:

a) Fourteen (14) monthly instalments of ***Rs.10,000/-*** *each; and*

b) One final instalment of ***Rs.9,160/-****,*

thereby completing repayment within ***15 (Fifteen) months****.*

4. Adjustment of Previous Payments

The Parties acknowledge and confirm that:

(a) Rs.50,000/- has already been voluntarily repaid by the Second Party; and

(b) Rs.30,000/- has already been recovered through deductions.

Both amounts have been duly adjusted while arriving at the agreed settlement amount.

5. Full and Final Settlement

Upon payment of the entire settlement amount, the First Party shall have no further monetary claim whatsoever against the Second Party arising out of the alleged loan transaction forming the subject matter of Money Case No. 86 of 2025.

6. Disposal of Proceedings

Immediately upon recording of this settlement by the Hon'ble Gauhati High Court:

(a) The Parties shall jointly pray for disposal of Regular First Appeal No. 9 of 2026 in terms of this settlement.

(b) The First Party shall not press or continue the pending execution proceedings before the learned District Council Court.

(c) The Parties shall jointly seek closure of all proceedings arising out of the said Judgment.

7. Default

*In the event the Second Party commits default in payment of **three consecutive monthly instalments**, without sufficient cause, the First Party shall be at liberty to approach the Hon'ble Gauhati High Court for appropriate orders regarding enforcement of this settlement.*

8. No Admission of Liability

This settlement has been entered into solely for maintaining peace and harmony and avoiding prolonged litigation. The execution of this Memorandum shall not be construed as an admission of liability or acceptance of the findings recorded in the Judgment dated 15.12.2025 by the Second Party.

9. Voluntary Execution

Both Parties declare that they have read and understood the contents of this Memorandum, that they are executing the same voluntarily, of their own free will, without any force, coercion, undue influence or misrepresentation.

10. Binding Effect

This Memorandum shall bind the Parties, their respective heirs, legal representatives, successors and assigns.

11. Liberty to Mention

The Parties shall have liberty to mention the matter before the Hon'ble Gauhati High Court for any clarification or implementation of this settlement.

IN WITNESS WHEREOF

The Parties have signed this Memorandum on the date and place first above written.

FIRST PARTY	***SECOND PARTY***
Sd/-	***Sd/- 21/07/2026***
(SMT. BADHI CHAKMA)	***(ONISH MOY CHAKMA)***
RESPONDENT	***APPELLANT***

WITNESSES

1. Name : Ramash Kt. Chakma

Address : K/ nagar - IV
Signature : Sd/-

2. Name : Sabas Mitras Chakma
Address : K/ nagar - IV
Signature : Sd/-

Counsel for the First Party ***Counsel for the Second Party***

Identified by: - *Oath Commissioner/Notary Public: -*
Sd/- *Sd/- 21/7/2026*
(LALHMINGLIANA) *(J.N. BUALTENG)* *Notarial Registration*
Advocate *Advocate & Notary Public* *No. 46/7*"

The learned counsels appearing for the rival parties submit that in view of the amicable settlement arrived at between the parties, the instant appeal may be disposed of in terms of the said settlement.

In view of the submissions made herein above and also in view of the settlement arrived at between the parties by themselves amicably, the appeal stands disposed of in terms of the said amicable settlement.

A photo-copy of the Memorandum of Amicable Settlement be submitted by the parties for retention in the record.

JUDGE

Comparing Assistant