

14.06.2022
SL No.4
Court No.8
(gc)

**FA 33 of 2014
With
CAN 2 of 2016
(Old No: CAN 2912 of 2016)**

**Rikta Manna
Vs.
Utpal Paul**

Ms. Sudeshna Basu Thakur,
Ms. Upanita Das,
...for the Appellant.

Mrs. Shohini Chakraborty,
Mr. Arijit Sarkar,
...for the Respondent.

In terms of our order dated 28th April, 2022, the parties appeared before Mr. Siddhartha Lahiri, Advocate, who was appointed as Mediator. With the able assistance of the learned Mediator and the cooperation rendered by the learned Advocate representing the parties before the learned Mediator and with the cooperation of the parties, the learned Mediator has brought about a settlement between the parties. A settlement agreement has been arrived at following the procedure prescribed in Rule 24 of the Civil Procedure Alternative Dispute Resolution and Mediation Rules, 2006. The original agreement arrived at between the learned Mediator duly signed and attested by the parties and their learned Advocates has been forwarded by the learned Mediator with the forwarding letter duly signed by him. The said agreement is also otherwise in conformity with Order 23 Rule 3 of the Code of Civil

Procedure. None of the terms are found to be unlawful. The parties voluntarily agreed to settle their disputes on the basis of the terms induced in writing and filed before the learned Mediator.

The duly signed terms of settlement date dated 6th June, 2022 is taken on record.

The appellant and the respondent are personally present in Court.

A Banker's Cheque for a sum of Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand) only in the name of the appellant/wife has been handed over to the appellant in terms of the settlement arrived at between the parties. The appellant is not interested to proceed with the appeal. The appellant has also given an undertaking to withdraw all the proceedings under Section 125 of the Code of Criminal Procedure including all the execution proceedings relating thereto.

In view thereof, the appeal being FA 33 of 2014 is disposed of on the basis of the terms of settlement dated 6th June, 2022.

In view of disposal of the appeal, the application being CAN 2 of 2016 (Old No: CAN 2912 of 2016) also stands disposed of.

The Banker's Cheque for a sum of Rs.7,50,000/- is made over the appellant in Court today.

A Photostat copy of the Banker's Cheque is kept with the record.

The final report of the learned Mediator along with the original terms of settlement are kept with the record.

(Siddhartha Roy Chowdhury, J.)

(Soumen Sen, J.)