

01 16.01.2023

Ct-08

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FA 175 of 2022
with
I.A No. CAN No. 2 of 2023

Ankita Ray
Vs.
Ardhendu Kumar Roy

Mr. Ramdulal Manna
Ms. Manju Manna (Dey)
Mr. Sayan Mukherjee
Ms. Payel Khanra
Ms. Mitali Mondal
... For the Appellant

Mr. Rajdeep Bhattacharya
... For the Respondent

CAN 2 of 2023 has appeared in today's supplementary list and is taken up by consent of the parties along with the appeal.

During the pendency of the appeal the parties have filed an application being CAN 2 of 2023 for disposal of the appeal on the basis of terms of settlement arrived at between the parties before the learned Mediator, wherefrom it appears that the parties with free will and mind have agreed to arrive at an amicable settlement in the mediation. The settlement agreement has been drawn and approved in terms of Rule 24(1) and (2) of the **Civil Procedure – Alternative Dispute Resolution & Mediation Rules 2006**. The agreement is lawful. The parties and their respective attorneys have signed the original terms of settlement.

The parties have in their separate statement recorded today has clearly stated that the marriage has now become unworkable and the marriage may be dissolved on the agreed terms of settlement.

The respondent, Mr. Ardhendu Kumar Roy has given two cheques of Rs.7,00,000/- (Seven Lakhs) and Rs.8,00,000/- (Eight Lakhs) of State Bank of India, dated 16th January, 2023, in favour of his son Aditya Ray. Mr. Roy in his deposition has stated separately that the said two cheques on presentation shall be encashed. He has also stated that he knows the consequence of such breach.

The photostat copy of said two cheques are taken on record.

In view thereof, the appeal and the application are disposed of in terms of settlement filed today by the parties. The impugned order is set aside.

Let the terms of settlement be part and parcel of the decree.

The department shall draw up the decree as expeditiously as possible.

(Uday Kumar ,J.)

(Soumen Sen, J.)

