GAHC010024442025

2026:GAU-AS:16575

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

Case No. : WP(C)/883/2025

ASHALATA ADHIKARY
W/O- LATE KAMALA KANTA ADHIKARY, VILL.- DAKHIN KACHAKHANA,
P.S. TAMARHAT, DIST. DHUBRI, ASSAM, PIN- 783334.

VERSUS

THE STATE OF ASSAM AND 11 ORS
REPRESENTED BY THE PRINCIPAL SECRETARY TO THE GOVERNMENT OF ASSAM, HOME AND POLITICAL DEPARTMENT, DISPUR, GHY-6.

2:THE COMMISSIONER AND SECRETARY
TO THE GOVERNMENT OF ASSAM
FINANCE DEPARTMENT
DISPUR
GHY-6.

3:THE DIRECTOR GENERAL OF
CIVIL DEFENCE AND COMMANDANT GENERAL OF HOME GUARDS
ASSAM
BELTOLA
GUWAHATI-28.

4:THE COMMANDANT
1ST ASSAM SPECIAL RESERVE FORCE
BN. BARJHAR
NALBARI
ASSAM

5:THE ACCOUNTANT GENERAL (A AND E)
ASSAM
MAIDAMGAON
BELTOLA

GHY-29.

6:THE TREASURY OFFICER
NALBARI
ASSAM

7:THE DISTRICT COMMISSIONER
DHUBRI
ASSAM
PIN- 783101.

8:THE SUB-DIVISIONAL MAGISTRATE
DHUBRI
ASSAM
PIN- 783101.

9:THE CIRCLE OFFICER
GOLOKGANJ REVENUE CIRCLE
GOLOKGANJ
DHUBRI
ASSAM
PIN- 783334.

10:JONAKI ADHIKARY
VILL.- BARJHAR
P.O. BARAMA
P.S. AND DIST. NALBARI
ASSAM
PIN- 781371.

11:THE DISTRICT COMMISSIONER
NALBARI
ASSAM

12:THE CIRCLE OFFICER
TIHU REVENUE CIRCLE
TIHU
NALBARI
ASSAM

Advocate for the Petitioner : MD H R AHMED, M BEGUM

Advocate for the Respondent : GA, ASSAM, MR. D BORA, (FOR R-11&12),MR M HUSSAIN (R-10),MR. N HAQUE(R-10),SC, FINANCE,SC, AG

BEFORE
HONOURABLE MR. JUSTICE NCHUMBEMO MOZHUI

ORDER

11/11/2026

Heard Mr. H.R. Ahmed, learned counsel for the petitioner. Also heard Mr. R.K. Talukdar, learned counsel for the respondent No. 5, SC, AG, as well as Mr. A. Chaliha, learned counsel for the respondent Nos. 2 & 6 and Mr. A.K. Azad, learned counsel for the respondent No. 10.

2. The instant matter relates to release of family pension and other retirement benefits of her husband to the petitioner in view of the Judgment dated 17.07.2020 passed in Misc. (S/C) Case No. 109/2014 passed by the learned District Judge, Dhubri and speaking Order dated 03.09.2023.

3. During the pendency of the instant writ petition, this Hon'ble court by order dated 11.08.2026, on the submission of the counsel for the parties had directed the Registry to place the matter before the mediation by notifying all the concerned parties. The Registry, in view of the order dated 11.08.2026 placed the matter along with the photo copies and petition before the Gauhati High Court Mediation Centre.

4. The matter was heard before the Gauhati High Court Mediation Centre, Kamrup (M) Guwahati by the learned Mediator, Smti. Shabana Aziz Choudhury for amicable settlement. Thereafter, by settlement agreement dated 11.09.2026, the mediator submitted its report. The Settlement Agreement dated 11.09.2026 is reproduced herein below: -

"*BEFORE THE HIGH COURT MEDIATION CENTRE, KAMRUP(M), GUWAHATI*

MEDIATION CASE NO.

W.P(C) No.883/2025

ASHALATA ADHIKARY

…….PETITIONER

- VERSUS-

THE STATE OF ASSAM & ORS

……RESPONDENTS

SETTLEMENT AGREEMENT (11.09.2026)

Both the parties are present with their Ld. Counsels. I held joint sessions with both the parties. After conducting two sessions in mediation centre, parties decided to settle the matter amicably. Negotiations held. After negotiation both the parties agreed to settle the dispute amicably on the following terms and conditions:

1. That both the parties mutually agreed to settle their claims with regard to the Regular Family Pension and all other service benefits such as Arrear Pension/Gratuity and divide it fairly and amicably to avoid future disputes.

2. That both the parties mutually agreed that the Regular Family Pension payable in respect of Late Kamala Kanta Adhikary shall be solely entitled to the First Party Smti. Ashalata Adhikary and the same shall be disbursed in her bank account (State Bank of India, A/c No.34503583421, IFSC: SBIN0007351, Branch Code:7351) subject to the orders of the competent Government authority and applicable service/ pension rules. The Second Party i.e respondent no.10 Jonaki Adhikary of the Writ Petition No.883/2025 shall not raise any objection against the release of the Regular Family Pension in favour of the First Party.

3. That both the parties mutually agreed/acknowledged that the Retirement benefits which has already been disbursed to and received by Smti.Jonaki Adhikary, Second Wife (Respondent No.10 of the Writ

Petition) shall remain with her. The First Party Smti. Ashalata Adhikary shall not, pursuant to this settlement seek recovery or redistribution of the amounts already received by the Second Party and the Second Party shall not be required to refund the said disbursed retirement benefit amounts to the First Party.

4. That both the parties mutually agreed that in respect of Arrear pension Gratuity shall be shared in equal proportion of 50% to the First Party Smti. Ashalata Adhikary and 50% to the Second Party Jonaki Adhikary (Respondent No.10 of the Writ Petition from the date of death of Late Kamala Kanta Adhikary till the finalization of Regular Pension. This arrangement shall operate only in respect of amounts which are to be actually payable and shall not reopen the retirement amount which has already been disbursed to the Second Party Smti. Jonaki Adhikary.

Accordingly, the official respondents agreed to accept the same and agreed to disburse all the Service benefits including the Regular Family Pension as stated in the foregoing paras of this present Settlement Agreement before the mediation centre.

5. That both the parties mutually agreed that the amounts of Arrear pension/Gratuity when released shall be deposited in the bank account of the First Party Smti. Ashalata Adhikary and thereafter the First Party Smti Ashalata Adhikary shall transfer 50% of the share of Arrear pension/Gratuity to the bank account (Bank of India, A/C No.505010110000262, IFSC Code: BKID0005050, Barama, Dist-Baksa, Assam) of Second Party Smti. Jonaki Adhikary (Respondent No.10 of the writ petition) as stated in the foregoing para of this present Settlement

Agreement within 7 (seven) days from the receipt /credit of such amount. The payment shall preferably be made through bank transfer/account payee instrument etc. so that there is a clear record of compliance.

6. That both the parties mutually agreed that a direction may be given to the D.C Nalbari for cancellation of earlier NOK dated 03.07.2014 and a fresh NOK may be issued from Dhubri in terms of order dated 05.02.2026 in the name of the First Party Smti Ashalata Adhikary and her children as well for children of the Second Party Smti. Jonaki Adhikary. A copy of the Judgement dated 05.02.2026 may be submitted along with this present Settlement Agreement to the respondent authority. Both parties will cooperate in signing and submitting all necessary documents for giving effect to this Settlement.

7. That both the parties mutually agreed that they will appear before the concerned pension, treasury department any other competent authorities whenever required and will cooperate.

8. That both the parties mutually agreed that the Second Party Smti. Jonaki Adhikary and her family members shall not obstruct/ interfere with the processing of the Regular Family Pension which will solely be received by the First Wife Smti. Ashalata Adhikary.

9. That both the parties mutually agreed during the course of mediation that the First Party shall not make any further claim against the retirement benefits which has already been disbursed to the Second Party Smti. Jonaki Adhikary. Likewise, the Second Party Smti. Jonaki Adhikary shall not make any further claim contrary to the agreed entitlement of the First Party to receive the Regular Family Pension.

10. That both the parties mutually agreed that they shall submit this

present Settlement Agreement dated 11.09.2026 to the Head Office/Pension Disbursing Authority (Bank / Treasury) to facilitate the division in a fair and proper manner as mentioned in the foregoing paras.

11. That both the parties mutually agreed not to raise any future claims, objections or legal disputes against each other in connection to the above mentioned W.P.(C) No. 883/2025. It is also agreed by both the parties that no legal heirs of both the parties shall interfere nor shall cause any hindrances/discrepancies later on which will affect the terms and conditions of this present settlement agreement.

12. That both the parties by mutual consent have agreed to settle all the past present, future disputes amicably by complying with the aforesaid terms and conditions entirely and that there is no force, fear and coercion. The contents of this agreement have been read over and explained to the parties and the parties have understood the same and accepted the terms thereof.

13. That the parties have mutually agreed that if any of the party to the present agreement commits any breach of any terms and condition, then the party aggrieved shall be entitled to take legal recourse against the party causing the breach before the competent authority for seeking relief.

14. The parties above have willfully agreed with the above terms and conditions and will abide by it and this will be the full and final settlement. Parties shall be bound to cooperate to execute this settlement in every possible manner, whatsoever."

5. The learned counsel for the parties submits that in view of the Settlement Agreement dated 11.09.2026, since the parties have mutually agreed to settle

the dispute amicably and as such they do not wish to proceed with the instant petition and therefore prays for closing of the instant petition.

6. In view of the above and taking into consideration of the submission of the parties and keeping in view of the settlement between the parties through mediation, the instant petition stands closed.

7. Accordingly the instant petition is disposed of.

8. No order as to cost.

JUDGE

Comparing Assistant