

16.04.2026
Ct. No.04
Sl. No. 14
(NMD)

**IN THE HIGH COURT AT CALCUTTA
CIRCUIT BENCH, JALPAIGURI
CIVIL REVISIONAL JURISDICTION
(APPELLATE SIDE)**

**C.O. 155 of 2024
With
I.A. CAN 1 of 2024**

Abiral Lama
VS.
Shalini Rai & Anr.

Mr. Sourav Ganguly,
Mr. Gopal Roy,
Ms. Rishita Chakraborty
... for the Petitioner

Mr. Anand Bhandari,
Mr. Mayank Bhandari
...for the Opposite Party No.2

Mr. Ujjwal Luksom
....for the Mediator

1. Both the parties are represented by the learned Advocates.
2. The present revisional application arises out of a matrimonial suit instituted by the plaintiff/petitioner, being the husband, seeking a decree of divorce against the opposite party no. 2, his wife. Upon service of summons, the opposite party no. 2 entered appearance in the said suit and contested the same by filing her written statement and participating in the proceedings.
3. Upon full consideration of the pleadings and after affording adequate opportunity of hearing to both parties, the learned Trial Court was pleased to dismiss the suit filed by the husband/petitioner. While

dismissing the suit, the learned Trial Court further directed the plaintiff/husband to pay costs assessed at Rs. 20,00,000/- (Rupees Twenty Lakhs only) to the defendant/wife within a period of sixty (60) days from the date of the decree. It was further directed that in the event of failure on the part of the plaintiff to pay the said amount within the stipulated period, the defendant/wife would be at liberty to put the decree into execution in accordance with law.

4. Being aggrieved by and dissatisfied with the said direction imposing costs to the tune of Rs. 20,00,000/- upon the plaintiff/husband, the present application has been filed under Article 227 of the Constitution of India, inter alia, assailing the legality, propriety, and correctness of the said direction.
5. During the pendency of the present revisional application, the learned Co-ordinate Bench of this Court, by order dated 10.07.2025, was pleased, on consent of the parties, to appoint Mr. Ujjwal Luksom, learned Advocate, as a mediator to explore the possibility of an amicable settlement between the parties. Pursuant thereto, the mediator undertook the process of mediation and has appeared before this Court with a report indicating that the parties have amicably resolved their disputes.
6. It appears from the report submitted by the learned mediator that the parties have, of their own volition

and without any coercion, undue influence, or misrepresentation, arrived at an amicable settlement resolving all their disputes. The terms and conditions governing such settlement have been clearly delineated and incorporated in the said report.

7. The parties, upon fully understanding the implications of the settlement, have appended their respective signatures thereto in unequivocal token of their acceptance. Significantly, the learned Advocates representing the respective parties have also endorsed the said report by affixing their signatures, thereby affirming that the settlement has been arrived at in their presence and with their due advice.
8. The learned Advocates appearing on behalf of the parties have, upon instructions, submitted before this Court that they have no objection to the terms and conditions of the settlement as recorded in the mediation report. It has been further submitted that the parties are ad idem with regard to the said terms and have agreed to abide by and act in terms thereof in its entirety.
9. In such circumstances, this Court is satisfied that the settlement is lawful, voluntary, and binding upon the parties, and the same deserves to be given due recognition.
10. In view of the aforesaid development, and having regard to the fact that the parties have amicably

settled their disputes through mediation, this Court finds no impediment in accepting the said settlement.

11. Accordingly, the present revisional application stands disposed of in terms of the settlement as recorded in the mediation report submitted by the learned mediator.

12. The terms of the said mediation report shall form part of this order and shall be binding upon the parties.

13. Urgent Photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Prasenjit Biswas, J.)