

IN THE COURT OF CIVIL JUDGE, NO.1,
CACHAR AT SILCHAR

Present: Smti K. R. Deka, AJS.

ORDER

Title Suit No. 171/2022

Joydeep Paul ... Vs....Ratan Kumar Dey @ Ratan Dey

04-01-2023

Both the sides are present personally before this Court along with their respective engaged learned counsels.

Seen the joint compromise petition vide No.54/21, supported by an affidavit and also an Agreement between both the sides, filed by the plaintiff-Joydeep Paul and defendant namely, Ratan Kumar Dey @ Ratan Dey, under Order-XXIII R.3 of CPC, seeking compromise decree in this suit in terms of this "sulenama" without cost.

It is stated in the dispute in question has been mutually settled between the parties of this suit and that the defendant has already received Rs.9,50,000/- (Rupees Nine Lacs Fifty Thousand) only as on 27.09.2021 and the balance consideration money of Rs.1 Lac only, if paid, by the plaintiff, the defendant side will execute and register the absolute deed of sale in respect of the schedule mentioned property within 15 (fifteen) days of the actual date of deposit of said balance amount. Hence, the prayer for compromise decree.

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Civil Judge No-1
Cachar, Silchar

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I have heard both the sides personally along with learned counsels for both the sides. Perused the case record and also gone through the Order-XXIII Rule-3 CPC.

Since the parties have settled the matter amicably between both the sides, prayer seeking compromise decree is allowed.

The petition No.54/21 (under Order-XXIII Rule-3 CPC), the affidavit and the Agreement submitted with the petition shall form a part of decree.

Draw up a decree accordingly.

Consequently, ***the instant suit stands decreed on compromise.***

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Civil Judge No-1
Cachar, Sitchar