



24-07-24

Title Suit/632/2022

DIGANTA BORO Vs AJIT RONGSON

Parties are present in person along with their engaged counsels.

Vide petition no: 2784/24 filed by the plaintiff/petitioner prayed for withdrawal of the suit against defendant no. 1 to 4 without liberty to file fresh suit.

Also vide petition no: 2782/24 filed jointly by plaintiff and defendant no. 5 prayed to pass a decree of compromise.

Vide the said petition it is stated that both the parties have amicably settled their disputes and differences and entered into one Compromise Deed dated 24.07.24 on the following terms and conditions:-

(i) That, both the parties of this Deed unanimously agreed and decided to amicably settle the disputes and grievances aroses in between them and accordingly the first party shall have to withdraw all the cases pending

before the aforementioned respective Courts.

(ii) That, the First party hereby agreed and declared that he will file necessary Gilas withdrawal petition(s) to take all possible necessary steps before the Hon'ble Court of Civil Judge (Sr. Division) No. 02, Kamrup (M) at Guwahati for withdrawal of the Title Suit vide T.S. Case No.632/2022 and also MISC (J) CASE No.959/2022 and MISC (J) CASE No.241/2023 which is pending.

(iii) That, the Second Parties have agreed to pay a settlement amount of Rs. 13,00,000/- (Rupees Thirteen Lakhs) only to the First Party which is duly agreed by the First Party with regard to the settlement of all the cases which are pending before the aforementioned concern Courts and the payment is made to the First Party by way two account paying cheque in the following manner:

(a) cheque No.000051 drawn on Bank of Baroda, Beltola Branch amount to Rs 7,00,000/- dated-

(b) cheque No.000052 drawn on Bank of Baroda, Beltola Branch amount to Rs 6,00,000/- dated-

(iv) That, the First Party and Second Parties have also agreed upon the following terms and conditions:

(a) That either of the parties shall not file any case and/or claim any compensation, remuneration, interest, etc. in near future against other, in the form of civil/criminal arising in near future.

(b) That, none of the parties shall commit any such wrongful act in future that may harm/damage the reputation of either of the parties to this agreement. If any such thing came into the knowledge of the others, then the said person/parties shall be liable to be prosecuted under the law.

(c) That, both the parties agreed and bound themselves on the strength of this Deed of Agreement that they (either individually or jointly as the case may be) will file withdrawal petitions/quashing of cases in the respective Courts within a period of 2 months from the date of execution of this Deed of Agreement.

d) That, in case of default/ non-compliance of the terms & conditions of the agreement by either of the parties, the

aggrieved party may approach the competent authority/ court for their redressal, grievances and compensation as per law.

(v) That, both the parties have read and understood the terms and conditions made therein above and on fully satisfaction both the parties put their respective signatures on the deed made in two original sets for the parties.

I have heard the parties. They submitted that they have arrived on compromise voluntarily on the terms mentioned in the Deed of Settlement/ Compromise.

On being satisfied with the submission, joint compromise petition vide no: 2782/24 and 2784/24 are allowed.

Case is disposed of on compromise.

Prepare decree accordingly by marking the joint petition "ANNEXURE-A" incorporating the same as part of the decree.

Civil Judge No.2,
Kamrup(M), Guwahati

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