

GAHC010082612026



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

Case No. : I.A.(Civil)/1399/2026

IBRAHIM ALI LASKAR AND ORS
S/O- LATE HAJI KALA MIA, R/O- CHIPARSANGAN PART-II, P.O.
CHIPARSANGAN, P.S. ALGAPUR, DIST.- HAILAKANDI, ASSAM

2: ISHAQUE ALI LASKAR @ ICHAK ALI LASKAR
S/O- LATE HAJI KALA MIA
R/O- CHIPARSANGAN PART-II
P.O. CHIPARSANGAN
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

3: ISUB ALI LASKAR @ YUCHUB ALI LASKAR
S/O- LATE HAJI KALA MIA
R/O- CHIPARSANGAN PART-II
P.O. CHIPARSANGAN
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

4: NURJAN BIBI
W/O- ABDUL MAJID LASKAR
R/O- BAKRIHAWAR PART-III
P.O. KALINAGAR
P.S. PANCHGRAM
DIST.- HAILAKANDI
ASSAM

5: ON THE DEATH OF SHONGU BIBI
HER LEGAL HEIRS

5.1: ABDUL GAFUR
S/O- LATE NIMAR ALI
R/O- CHANDIPUR PART-II

P.O. KALIBARI BAZAR
DIST.- HAILAKANDI
ASSAM

5.2: LAILA BEGUM BARBHUIYA
D/O- LATE NIMAR ALI
R/O- CHANDIPUR PART-II
P.O. KALIBARI BAZAR
DIST.- HAILAKANDI
ASSAM

5.3: HUSNA BEGUM BARBHUIYA
D/O- LATE NIMAR ALI
R/O- CHANDIPUR PART-II
P.O. KALIBARI BAZAR
DIST.- HAILAKANDI
ASSAM

5.4: MONOWARA BEGUM BARBHUIYA
D/O- LATE NIMAR ALI
R/O- CHANDIPUR PART-II
P.O. KALIBARI BAZAR
DIST.- HAILAKANDI
ASSAM

6: FATHIMA BIBI
D/O- LATE HAJI KALA MIA
R/O- CHIPARSANGAN PART-II
P.O. CHIPASANGAN
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSA

VERSUS

ABDUL HAQUE BARBHUIYA AND ORS
S/O- LATE MAYUB ALI, R/O- CHANDIPUR PART-II, P.S. ALGAPUR, DIST.-
HAILAKANDI, ASSAM

2: ABDUL REJAK BARBHUIYA
S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

3: ABDUL MOTIN BARBHUIYA
S/O- LATE MAYUB ALI

R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

4:BAHAR UDDIN BARBHUIYA @ YASIN ALI
S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

5:ABU KASHIM BARBHUIYA
S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

6:SAMSUL HAQUE BARBHUIYA
S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

7:FAKAR UDDIN BARBHUIYA
S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

8:BIBI AYESHA
W/O- HAZI TAYUB ALI
R/O- BAKRIHAWAR PART-VI
P.S. PANCHGRAM
DIST.- HAILAKANDI
PIN- 788802.

9:ABDUL HASIB LASKAR
SECRETARY
JUKURGRAM MASJID
R/O- VILL.- CHIPORSANGAN PART-II
P.O. CHIPORSANGAN
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

PIN- 788801

Advocate for the Petitioner : MR N HAQUE, MR. A K AZAD,MR H I CHOUDHURY,MR. S R BARBHUIYA

Advocate for the Respondent : MR. N H MAZARBHUIYAN, MR. M H SAIKIA (R-1 TO 9),MR. N I MAZARBHUYAN (R-1 TO 9)

Linked Case : RSA/105/2021

IBRAHIM ALI LASKAR AND 5 ORS.
S/O- LATE HAJI KALA MIA
R/O- CHIPARSANGAN PART-II
P.O. CHIPARSANGAN
P.S. ALGAPUR
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P.O. CHIPASANGAN
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VERSUS

ABDUL HOQUE BARBHUIYA AND 8 ORS.
S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM

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S/O- LATE MAYUB ALI

R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
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S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
P.S. ALGAPUR
DIST.- HAILAKANDI
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S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
P.S. ALGAPUR
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6:SAMSUL HAQUE BARBHUIYA
S/O- LATE MAYUB ALI
R/O- CHANDIPUR PART-II
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7:FAKAR UDDIN BARBHUIYA
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R/O- CHANDIPUR PART-II
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W/O- HAZI TAYUB ALI
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R/O- VILL.- CHIPORSANGAN PART-II
P.O. CHIPORSANGAN
P.S. ALGAPUR
DIST.- HAILAKANDI
ASSAM
PIN- 788801.

Advocate for : MR. N HAQUE
Advocate for : MR. N H MAZARBHUIYAN (R-1 TO 9) appearing for ABDUL
HOQUE BARBHUIYA AND 8 ORS.

BEFORE
HONOURABLE MR. JUSTICE KAUSHIK GOSWAMI

ORDER

Date : 06.05.2026

Heard Mr. N. Hoque, learned counsel appearing for the applicants. Also heard Mr. I. S. Mazarbhuiyan, learned counsel appearing on behalf of Mr. N. H. Mazarbhuiyan, learned counsel appearing for the respondent Nos. 1 to 9.

2. By way of this application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908, the applicants seek a decree on compromise based on a lawful agreement in writing signed by the parties in respect of the subject matter of the suit arising out of RSA No. 105/2021.

3. The applicants, as plaintiffs, had instituted Title Suit No. 26/2013 before the Court of the learned Munsiff, Hailakandi, seeking, inter alia, a declaration that they are the sole legal heirs of late Kala Mia in respect of the suit pattas; that Arabjan Bibi is not a shareholder of the suit pattas as she is not a legal heir of late Kala Mia; that the mutation granted in favour of Mayab Ali in place of Arabjan Bibi is illegal; and that

the Wakf Nama dated 02.01.1991 is void.

4. The said suit came to be dismissed by the judgment and decree dated 13.03.2019 passed by the learned trial court. Upon appeal being preferred, the appellate court, by judgment and decree dated 30.03.2021, affirmed the judgment and decree passed by the learned trial court. Aggrieved thereby, the applicants preferred the connected Regular Second Appeal before this Court, which was admitted on the following substantial questions of law:

“(a) Whether the learned Courts below erred in law in passing the impugned judgment and decree declaring title of the predecessor of the defendants and the defendants on the basis of inheritance, without there being any evidence on record to establish that the defendants or their predecessor had acquired right, title and interest over the suit pattas in accordance with Sections 8, 9, 11 and 15 of the Assam Land and Revenue Regulation, 1886?

(b) Whether the learned Courts below erred in law in dismissing the plaintiffs’ suit solely on the basis of mutation entries, i.e. Exhibits 1 to 10, without any evidence showing that the predecessor of the defendants inherited the land covered by the suit pattas from the original pattadar, and without considering the settled proposition that mere mutation entries in revenue records do not confer title?

(c) Whether the learned Courts below were justified in deciding Issue No. 3 relating to burden of proof without properly

applying Sections 103 and 106 of the Indian Evidence Act?"

5. It is the specific case of the applicants that during the pendency of the Regular Second Appeal, the applicants and the opposite parties/respondents entered into a written compromise agreement in respect of the suit land and amicably settled the dispute on the terms and conditions embodied in the compromise deed. The relevant portions of the compromise deed are reproduced hereinbelow:

“DEED OF COMPROMISE

This DEED OF COMPROMISE is made on this 16th day of April, 2026 at Hallakandi.

BETWEEN

(1) Ibrahim All Laskar, age 78 years, (2) Ishaque All Laskar, age 72 years, Sons of Late Haji Kala Mia, Residents of Village: Chiporsangan Part-II, P.O: Chiporsangan, P.S: Algapur, District: Hailakandi, Assam, (3) Nurjan Bibl, age 90 years, W/O Abdul Majid Laskar, Resident of Village: Bakrihawar Part-II, P.O: Kalinagar, P.S: Panchgram, District: Hailakandi, Assam, (4) On the death of Shongu Bibi W/O Late Nimar Ali, herlegal heirs; (1) Abdul Gafur Barbhulya, age 52 years, (II) Laila Begum Barbhuiya, age 54 years, (III) Husna Begum Barbhuiya, age 49 years, (iv) Monowara Begum Barbhuiya, age 40 years, All are son and daughters of Late Nimar All, Residents of Village: Chandipur Part-II, P.O: Kalibaribazar, P.S: Algapur, District: Hailakandi, Assam (5) Fatima Bibi, age 60 years, D/O Late Haji Kala Mia, Residents of Village: Chiporsangan Part-II, P.O. Chiporsangan, P.S: Algapur, District: Hailakandi, Assam, hereinafter called the 1st Partles.

-AND-

(1) Abdul Haque Barbhulya, age 90 years, (2) Abdul Rezak Barbhulya, age 83 years, (3) Abdul Motin Barbhuiya, age 77 years, (4) Bahar Uddin Barbhulya@Yasin Ali, age 65 years, (5) Abdul Kashim Barbhuiya, age 60 years, (6) Samsul Haque Barbhulya, age 57 years, (7) Fakar Uddin Barbhulya, age 50 years, All are sons of Late Mayub Ali, Residents of Village: Chandipur Part-II, P.O: Kallbaribazar, P.S: Algapur, District: Hailakandi, Assam, (8) Bibi

PattaNo.159/158/151/155/147/77/128/150/160 and 134. The 1st Parties will be only pattadars of the sald Patta No. 159/158/151/155/147/77/128/150/160 and 134 as described in Schedule-1 of the Plaint In T.S. No.26/2013 and accordingly the revenue record will be corrected.

(3) The DEED No.13 dated 01.01.1991 executed by the predecessor of the 2nd Partles Mayub All In favour of the Secretary, Tukargram Masjid as as described in Schedule-1 of the Plaint In T.S. No.26/2013 will not have any affect so far the land measuring 6 Khatas (Out of 9 Khata 11 Chatak) covered by Dag No. 402, 506, 508, 511, 2nd R.S Patta No.147 of Porgona- Hallakandi, Mouza-Chiporsangan Pt-II in the district of Hallakandi, Assam which is bounded by-

NORTH: Ishaque All Laskar and Ibrahim All Laskar

SOUTH: Road

EAST: Road

WEST: Ibrahim Ali Laskar

(4) The 1st Partles will have right, title and Interest over the 6 Khatas of land (out of 9 Khata 11 Chatak) covered by Dag No. 402, 506, 508, 511, 2nd R.S. Patta No.147 of Porgona-Hailakandi, Mouza-Chiporsangan Pt-II in the district of Hallakandi, Assam which is bounded by-

NORTH: Ishaque Ali Laskar and Ibrahim Ali Laskar

SOUTH: Road

EAST: Road

WEST: Ibrahim Ali Laskar

(5) The 1 Partles will mutate their names in revenue record in respect of the above land measuring 6 Khatas of land (out of 9 Khata 11 Chatak) and the remaining 3 Khata 11 Chatak will retain in the name of 2nd Parties. The 2nd Parties will not have right, title and Interest over the said 6 Khatas of land which is part of Schedule-11 of the Plaint In T.S. No.26/2013.

IN WITNESS WHEREOF, the parties hereto have signed this DEED OF COMPROMISE on the day, month and year first above written.”

6. Order XXIII Rule 3 of the CPC reads as follows:

*“3. **Compromise of suit.**—Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise 1 [in writing and signed by the parties] or where the defendant satisfied the plaintiff in respect to the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith 2 [so far as it relates to the parties to the suit, whether or not the subject matter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit:]*

[Provided that where it is alleged by one party and denied by the other that an adjustment or satisfaction has been arrived at, the Court shall decide the question; but not adjournment shall be granted for the purpose of deciding the question, unless the Court, for reasons to be recorded, thinks fit to grant such adjournment.]

7. A perusal of the compromise deed reveals that the parties have amicably resolved their inter se disputes relating to the subject matter of the suit and have consciously reduced the terms of settlement into writing. The compromise deed forms part of the present interlocutory application and bears the signatures/thumb impressions of the parties as well as those of the attesting witnesses.

8. This Court has also perused the terms of settlement and finds the same to be lawful, voluntary and not opposed to public policy. The compromise pertains directly to the subject matter of the appeal and effectively resolves the disputes between the parties in their entirety. No legal impediment is, therefore, found in recording the same.

- 9.** Accordingly, being satisfied that the compromise has been voluntarily executed by the parties without any force, fraud or coercion, this Court deems it appropriate to allow the present application in exercise of powers under Order XXIII Rule 3 CPC.
- 10.** Consequently, the interlocutory application stands allowed and a decree is passed in terms of the compromise deed.
- 11.** Resultantly, the connected Regular Second Appeal stands disposed of in terms of the compromise arrived at between the parties.
- 12.** Let a decree be drawn up accordingly in accordance with law.
- 13.** Send back the TCR forthwith.

JUDGE

Comparing Assistant