

GAHC010260682024



2026:GAU-AS:9814

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

Case No. : WP(C)/6628/2024

JYOTI KALITA BORAH
WIFE OF LATE SUBAL BORAH, RESIDENT OF VILLAGE- DHING, ATHGAON
(UJANIKHAUDA), P.O. AND P.S. DHING DISTRICT- NAGAON, ASSAM, PIN
CODE- 782123

VERSUS

THE STATE OF ASSAM AND 5 ORS
REPRESENTED BY THE SECRETARY TO THE GOVERNMENT OF ASSAM,
HOME DEPARTMENT, DISPUR, GUWAHATI- 781006

2:THE COMMANDANT
ASSAM SPECIAL RESERVED FORCE BN II
GOVERNMENT OF ASSAM
KARAGAON
DISTRICT- KARBI ANGLONG
ASSAM
PIN- 782480

3:THE DIRECTOR
PENSION AND PUBLIC GRIEVANCE
ASSAM
DISPUR
GUWAHATI
PIN CODE- 781006

4:SMT. GUNESWARI BORAH
MOTHER OF LATE SUBAL BORAH
VILLAGE- DHING ATHGAON
P.O. AND P.S. DHING
DISTRICT- NAGAON
ASSAM

PIN CODE- 782123

5:SMT LIPIKA BORAH
DAUGHTER OF LATE SUBAL BORAH
VILLAGE- DHING ATHGAON
P.O. AND P.S. DHING
DISTRICT- NAGAON
ASSAM
PIN CODE- 782123

6:SMT. DIPSHIKHA BORAH
DAUGHTER OF LATE SUBAL BORAH
VILLAGE- DHING ATHGAON
P.O. AND P.S. DHING
DISTRICT- NAGAON
ASSAM
PIN CODE- 78212

Advocate for the Petitioner : MR. U K GOSWAMI, MS. J DEKA,MS. A TALUKDAR

Advocate for the Respondent : GA, ASSAM, MR. D GOGOI (R-4,5,6),MR S BORTHAKUR(R-4,5,6)

BEFORE
HONOURABLE MR. JUSTICE N. UNNI KRISHNAN NAIR

ORDER

Date : 17-07-2026

Heard Mr. U.K. Goswami, learned counsel for the petitioner. Also heard Ms. S. Baruah, learned Govt. Advocate, Assam appearing for the respondent Nos. 1 to 3 as well as Mr. S. Borthakur, learned Sr. counsel assisted by Mr. D. Saikia, learned counsel representing respondent Nos. 4 to 6.

2. Mr. Borthakur at the outset has submitted that during the pendency of the present writ petition and after settlement was arrived at between the parties before the Mediator, the respondent No. 4 had passed on, on 26-05-2026.

3. The present writ petition has been instituted by the second wife of Subal Borah who was working as Nayak in the Assam Special Reserve Force. Subal Borah on account of ailments suffered by him had passed on, on 02-07-2018. Thereafter, a dispute had arisen with regard to the manner in which the pension and pensionary benefits receivable by the next of kin of late Subal Borah is required to be apportioned. The respondent No. 4 is the mother of late Subal Borah, while respondent Nos. 5 and 6 are the daughters born to him out of his earlier marriage with Bharati Borah, who had pre-deceased him.

4. The present writ petition on being filed and with the consent of the parties, this Court vide order dated 23-02-2026, had referred the parties to Mediation. The parties, accordingly, appeared before the Mediator and on conclusion of the process of Mediation, a settlement agreement was signed between the parties, more particularly, the petitioner and the respondent Nos. 4 and 5. The respondent No. 4 who was the alive at the relevant point of time had also expressed her consent to the terms of settlement. The terms of settlement being relevant is extracted hereinbelow:-

“1. That both the parties mutually agreed to settle their claims with regard to the compassionate family pension and other service benefits as well as the family pension and divide it fairly and amicably to avoid future disputes. During the course of mediation, Respondents no.4 namely Smti. Guneswari Borah, mother of the deceased late Subal Borah, Respondent No.5 namely Lipika Borah, and Respondent No.6 namely Dipshika Borah, both daughters of deceased late Subal Borah agreed and offered to have an equal share of 50% (Fifty percent) of all the benefits payable in respect of the services rendered by Lt. Subal Borah including Compassionate Family Pension except the family pension.

2. That both the parties mutually agreed during the course of mediation the Petitioner Jyoti Kalita Borah /wife of Lt. Subal Borah considered the aforesaid offer as appropriate and agreed to accept the same le to have an equal share of 50% (Fifty percent) of all the service benefits payable in respect of the services rendered by Lt. Subal Borah including Compassionate Family Pension except the family pension. Accordingly, the official respondents agreed to accept the same and

agreed to disburse all the Service benefits Including the Compassionate Family Pension between the Petitioner Smti. Jyoti Kalita Borah Wife of Lt. Subal Borah and among the Respondents. No. 4, 5 & 6.

3. That both the parties mutually agreed that Smti. Jyoti Kalita Borah will get 50% (Fifty Percent) of all the service benefits payable in respect of the services rendered by Lt. Subal Borah including Compassionate Family Pension which will be credited in her account bearing No.31150147962 of State Bank of India, Branch Dhing by the official respondent and the rest of the 50% of all the service benefits payable in respect of the services rendered by Lt. Subal Borah Including Compassionate Family Pension will be credited in the bank account of Respondent No.4, 5 & 6 equally, as expeditiously as possible preferably within a period of two months from today. It is pertinent to mention herein that the Respondents No. 4, 5 & 6 have given the consent that their 50% (Fifty Percent) of all the service benefits payable in respect of the services rendered by Lt. Subal Borah including Compassionate Family Pension to be disbursed in the bank account of Respondents No. 6 namely Dipsikha Borah bearing Savings Lipika Bora Bank Account no. 50100476938713 IFSC NO. HDFC0002036 in Nagaon Branch of HDFC Bank.

4. That it is mutually agreed between both the parties that so far the Family Pension is concerned, the Petitioner Smti. Jyoti Kalita Borah Wife of Lt. Subal Borah is solely entitled and the same shall be disbursed to her Bank Account No.31150147962 of State Bank of India, Branch Dhing.

5. That the Respondent No. 4 namely Guneswari Borah due to her serious medical situation is unable to attend today and she have no objection towards It.

6. That both the parties mutually agreed to bear the expenses to obtain the Succession Certificate so far it relates to the arrear's dues payable in respect of the deceased employee.

7. That both the parties i.e. the Petitioner Smti. Jyoti Kalita Borah. Wife of Lt. Subal Borah as well as Respondents No. 4, 5 & 6 agreed mutually that they shall jointly submit this present Settlement Agreement 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.

8. 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. 6628/2024.

9. That it is agreed by both the parties that no legal heirs of both the parties shall interfere, shall cause any Issues and will not create any further hurdle/ discrepancies later on which will affect the terms and conditions of the agreement.

10. 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.

11. 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 would be entitled to take legal recourse against the party causing the breach before the competent authority for seeking relief.

12. The parties above have wilfully 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 above settlement being arrived at by and between the parties and the parties having supported the said settlement terms before this Court, the respondent authorities in the Home Department are directed to release the pension and pensionary benefit with respect to the services rendered by late Subal Borah strictly in terms of the settlement arrived at between the petitioner and the respondent Nos. 5 and 6.

6. With regard to the share required to be apportioned to respondent No. 4, in terms of the said agreement, respondent No. 4 having passed on, on 26-05-2026, this Court in terms of the agreement arrived at between the petitioner and the respondent Nos. 5 and 6, directs that the amount receivable by the respondent No. 4 be shared equally between the petitioner and the respondent Nos. 5 and 6.

7. The respondent authorities on receipt of a certified copy of this order along with a copy of the settlement of agreement arrived at between the petitioner and the respondent Nos. 5 and 6 shall expeditiously process the matter and authorize to the petitioner, herein, the family pension and authorize to the petitioner and the respondent Nos. 5 and 6, other pensionary benefits in terms of the settlement agreement within a period of 03 (three) months from the date of receipt of a certified copy this order from either of the parties to the proceeding.

8. With the above observations and directions, the present writ petition stands disposed of.

JUDGE

Comparing Assistant