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THE HIGH COURT OF ORISSA AT CUTTACK

I.A. No.695 of 2025
(Arising out of MATA No.156 of 2019)

Sudesna Patra

.....

Appellant

-Versus-

Himanshu Bhusan Ranasingh

.....

Respondent

For the Appellant : Mr. Suman Sourav, Advocate
For Mr. Rajeet Roy, Advocate

For the Respondent : Mr. S.K. Nayak, Advocate

CORAM:

THE HON'BLE MR. JUSTICE MANASH RANJAN PATHAK

&

THE HONOURABLE MR. JUSTICE SIBO SANKAR MISHRA

Date of Hearing & Judgement: 21.01.2026

S.S. Mishra, J. Vide order dated 28.07.2025, the parties were relegated to the Orissa High Court Mediation Centre for exploring the possibility of settlement. They had participated in the mediation and the mediation became successful. The parties settled their agreement



terms and reduced in writing. The mediator submitted a report before this Court on 21.11.2025 enumerating the terms and conditions, which were agreed upon by the parties.

When the mediation report was placed before this Court for the purpose of disposal of appeal, the appellant filed the instant application seeking certain additional directions, which is virtually attempt to seek variation of terms of settlement which was agreed upon. For convenience of ready reference, the prayer in the application is reproduced:-

“It is therefore most humbly prayed that the Respondent be directed to return all the gold ornaments belonging to the Appellant, which were exchanged at the time of marriage in the interest of justice to give finality to the mediation report 21.11.2025.”

The said application is under consideration.

2. Before delving further into the contentions raised in the I.A., this Court deems it apt to look into the history of the present case, as it is pertinent from the records that the parties to the case have been in dispute since the year 2010-11. We do not propose to go into the same



in detail; however, for the convenience of ready reference, a brief glance at the same is being taken.

It is a matter of admitted fact that the marriage between the parties was solemnized on 21st July, 2010 and that after about forty days of marriage and conjugal relationship with the opposite party, the appellant left the matrimonial home and never returned, and no issue was born out of their wedlock. Subsequently, a divorce proceeding on the ground of cruelty was initiated by the opposite party before the learned Judge, Family Court, Khurda, which found favour by the Court. The marriage between the parties stood dissolved by the decree. The said decree was assailed in the present Matrimonial Appeal (MATA). However, after multiple hearings, the matter was finally referred to the Orissa High Court Mediation Centre vide order dated 28.07.2025, and as per the final mediation report, both parties agreed to settle the dispute between them in accordance with the following terms and conditions, which are reproduced hereunder:

“1. That, the Respondent namely Himansu Bhusan Ranasingh has agreed to pay a sum of Rs.13,00,000/-(Rupees thirteen lakh only) to the



Appellant(wife) namely Sudesna Patra towards full and final amount of settlement as permanent alimony in three installments.

2. That, the first installment of Rs.5,00,000/- shall be paid by the Respondent on or before 15.12.2025 in shape of Demand Draft in favour of the Appellant:

3. That, the second and third installments of Rs.4,00,000/- each shall be paid by the Respondent on or before 13.02.2026 and 15.03.2026 respectively in shape of Demand Draft in favour of the Appellant

4. That, the Respondent will handover one box bed, 21" LCD TV, One Sofa set and teapoy, one dining table and chairs, one washing machine, one single door fridge, one steel almirah, one dressing table and one wooden Alana to the Appellant.

5. That, both the parties undertake to take steps to drop all the cases arising out of the present matrimonial dispute i.e. G.R. case No.1462/2011 pending before SDJM, Bhubaneswar and G.R. Case NO.09./2012 pending before JMFC, Banpur and parties are directed to cooperate with each other for such purpose.

6. That, the Appellant shall not claim any more alimony in future and shall have no right to claim any movable or immovable property of the Respondent in any manner.

7. That, the terms and conditions have being read by both the parties in presence of their respective counsels and they admit the terms and conditions of settlement as per their free wish and they have agreed to abide by the same and thereafter they signed in my presence.

Accordingly, the present Mediation Proceeding is successful."



3. After lapse of twelve days of filing of the mediation report by the Mediation Centre, the appellant moved the application under consideration on 02.12.2025. The respondent filed objection to the said application.

It is contented by the appellant in the application that various gold ornaments were given to her at the time of marriage (list of the ornaments are mentioned in the application), which has been inadvertently missed out by her to apprise the mediator seeking return of those gold ornaments by the respondent. Therefore, she submits that a direction should be issued to the respondent to return those gold ornaments. The said contention of the appellant was vehemently opposed by the respondent in his objection affidavit dated 16.01.2026. He contended that those ornaments have already been taken away by the appellant. He has also raised a legal issue regarding the maintainability of such application after the successful mediation report is placed on record.

4. Mr. Sourav, learned counsel for the appellant submits that the streedhan, which was given to the appellant needs to be returned by



the respondent. The factual issue in dispute could be agitated in the appeal even after the successful mediation.

On the contrary, Mr. Nayak, learned counsel for the respondent, contended that the gold articles had already been taken by the appellant at the time she left the matrimonial home, and obviously for that reason the same does not find any mention in the mediation report. It is further contended that by filing the present application, the appellant is attempting to act wiser. According to him, all sorts of trivial items which were to be returned find mention in the mediation report, and therefore, it is wholly unbelievable that expensive items such as gold jewellery would fail to find a place therein and appellant escape notice of the same. On such premise, it is prayed that the claim of the appellant should not be entertained.

5. It is a matter of fact that para-4 and para-6 of the mediation report are clear in their terms which clearly mentions about the articles to be returned and that the appellant shall have no future claims in the movable or immovable property of the informants, the case being so the same has been agreed and settled by both the



parties, either of the parties to the settlement can't be allowed to take somersaults and raise questions on the settlement terms at the later stage.

6. Upon a careful consideration of the rival submissions and on a conjoint reading of the Final Mediation Report, it is apposite to refer to the provisions of the Mediation Act, 2023. Though it is true that certain provisions of the said Act, including the sections referred to herein below, are yet to be notified, the Court is nevertheless conscious that the Act has already been enacted by Parliament. It is a settled position of law that even an enacted but non-notified statute may be looked into for the limited purpose of discerning the legislative intent and the public policy sought to be advanced by Parliament. In that view of the matter, and only to assess the intention of the legislature in conferring sanctity, finality and enforceability upon mediated settlements reference is made to Section 27(1) of the Mediation Act, 2023, which reads as follows:-

“A mediated settlement agreement resulting from a mediation signed by the parties and authenticated by the mediator shall be final and binding on the parties and persons claiming under them



respectively and enforceable as per the provisions of sub-section (2).”

Further, Section 27(2) of the Act, which elucidates the manner of enforcement, provides as follows:-

“Subject to the provisions of section 28, the mediated settlement agreement shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908, in the same manner as if it were a judgment or decree passed by a court, and may, accordingly, be relied on by any of the parties or persons claiming through them, by way of defence, set off or otherwise in any legal proceeding.”

Thus, once a mediated settlement agreement is signed by the parties, it acquires finality and enforceability akin to a judgment or decree of a civil court. In this context, reference may also be made to Section 2(2) of the Code of Civil Procedure, 1908, which defines a “decree” as:-

““decree” means the formal expression of an adjudication which, so far as regards the Court expressing it, conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit and may be either preliminary or final.....”

7. The Final Mediation Report in the present case conclusively determines the rights and obligations of the parties in respect of permanent alimony, return of specified movable articles, withdrawal



of pending criminal cases, and waiver of future claims. The report further records that the terms and conditions were read over to the parties in the presence of their respective counsels and were accepted by them out of their free will. Both the appellant and the respondent are highly qualified persons and none of them have doubted the mediation proceedings in any way whatsoever. Therefore, sanctity of mediation process, which essentially an extension of judicial proceedings needs to be maintained to its hilt.

The scope of interference with a mediated settlement agreement is narrowly circumscribed by Section 28(2) of the Mediation Act, 2023, which stipulates that such agreement may be challenged only on the following grounds:-

*“(i) fraud;
(ii) corruption;
(iii) impersonation; or
(iv) where the mediation was conducted in disputes or matters not fit for mediation under section 6.”*

8. In the present case, the appellant does not allege fraud, corruption, or impersonation, nor is it contended that the dispute was not fit for mediation under Section 6 of the Act. We deem it fit to further clarify on this point that Section 6(1) of the Mediation Act,



2023 provides that certain disputes listed in the First Schedule are not fit for mediation. However, the first proviso to Section 6(1) expressly carves out an exception in respect of matrimonial matters. It states:

“Provided that nothing contained herein shall prevent any court, if deemed appropriate, from referring any dispute relating to compoundable offences including the matrimonial offences which are compoundable and pending between the parties, to mediation.”

Thus, even if certain aspects of matrimonial disputes may involve criminal proceedings, the statute expressly permits court-referred mediation in such matters. Moreover, the reference of this matter to mediation has been made on consent of the parties.

Further, the second proviso to Section 6(1) of C.P.C. clarifies the legal status of such mediation:

“Provided further that the outcome of such mediation shall not be deemed to be a judgment or decree of court referred to in sub-section (2) of section 27, and shall be further considered by the court in accordance with the law for the time being in force.”

This proviso does not invalidate the mediation outcome. It merely clarifies that the mediated settlement does not automatically become a judgment or decree by itself and must still be acted upon or



enforced by the court in accordance with law, which is precisely the scheme contemplated under Section 27(2) of the Act.

9. Be that as it may, the sole ground urged is that the return of gold articles was omitted due to an inadvertent oversight, which is not a ground recognised under Section 28(2) for challenging or reopening a mediated settlement agreement.

It is also significant to note that the mediation report contains a detailed list of household articles agreed to be handed over to the appellant, including items of comparatively minor value. In such circumstances, the plea that gold jewellery being articles of substantial value was inadvertently omitted does not appear to be credible and comprehensible. More so, Clause 6 of the mediation report dated 21.11.2025 unequivocally records that the appellant “shall have no right to claim any movable or immovable property of the Respondent in any manner”. That being so, reopening the issue would encourage uncertainty and instability besides abuse of the process of law.



Accepting such a contention of the appellant would amount to permitting a party to resile from a binding settlement on grounds *dehors* the statutory framework, thereby undermining the finality attached to mediated settlements under Section 27 of the Mediation Act, 2023.

10. In view of the aforesaid statutory mandate and the admitted fact that the mediation report has been voluntarily signed by both parties, this Court holds that the mediated settlement agreement cannot be interfered with, and the claim raised in the present I.A. does not merit consideration.

11. Accordingly the I.A. is dismissed and disposed of.

(Sibo Sankar Mishra)
Judge

M.R. Pathak, J. I agree.

(Manash Ranjan Pathak)
Judge

The High Court of Orissa, Cuttack.
Dated the 21st of January, 2026/Swarna

Signature Not Verified

Digitally Signed
Signed by: SWARNAPRAVA DASH
Designation: Senior Stenographer
Reason: Authentication
Location: High Court of Orissa
Date: 06-Feb-2026 17:50:03

