

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NO. 617 OF 2003

	BABUL KUMAR GHOSH	...	APPELLANT(s)	
	Versus			
	SUDHENDU PURKAYASTHA & OTHERS	...	RESPONDENT(s)	

O R D E R

In the order dated February 21, 2011, this Court observed that efforts should be made to resolve the dispute between the parties by mediation. The parties were directed to appear before the Agartala Mediation Centre on March 28, 2011.

2. By subsequent order dated April 30, 2012, this Court directed the parties to appear before the Mediation Centre, Gauhati High Court on June 4, 2012 or any other date that may be fixed by the Mediators. This was done as it was found that there was no mediation centre at Agartala.

3. In pursuance of the above, the parties appeared before the Mediation Centre, Gauhati High Court. The Deputy Secretary, Mediation Centre, Gauhati High Court has sent a report in compliance of the order dated April 30, 2012. Ms. Rita Das Mozumder was nominated as mediator and through her efforts, the parties have been able to resolve their disputes amicably. The Deed of Agreement dated June 4, 2012 between the parties, inter alia, provides as under:

"2. That it is agreed between the parties that they will settle the dispute by dividing the land between the Appellant on one side and the Respondent nos. 3(i) to 3(ix) series on the other side.

3. That it is agreed between the parties that the Appellant will get 49% of the total land in dispute and the Respondents No. 3 (i) to 3(ix) series will get 51% of the total land in dispute. The parties can get their names settled in the land after proper demarcation and none of the parties will raise any dispute at the time of the Mutation of the names in the land documents by either party.

4. That it is agreed between the parties that the Respondent No. 2 does not have any objection on the land being divided between the appellant on one side and the Respondents No. 3(i) to 3(ix) series on the other.

5. That it is agreed between the parties that land on the eastern side will be taken by the Sri Babul Kumar Ghosh and the land on the western side will be taken by Sri Motilal Kar and others.

6. That it is agreed between the parties that as the dispute so raised in Civil Appeal No. 617/2003 will be settled as per the terms of this agreement. None of the parties can raise any dispute on the cause of action raised in Civil Appeal No. 617/2003 in future.

7. That it is agreed between the parties that the dispute raised in Civil Appeal No. 617/2003 will be settled as per the terms of this agreement, violation of any clause of the terms of this agreement will give right to the other party to seek redressal by way of execution."

4. Civil Appeal is disposed of in terms of above Deed of Agreement entered into between the parties. No costs.

.....J.
(R.M. LODHA)

.....J.
(ANIL R. DAVE)

NEW DELHI
JULY 18, 2012.

ITEM NO.101

COURT NO.7

SECTION XIV

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS
CIVIL APPEAL NO(s). 617 OF 2003

BABUL KUMAR GHOSH

Appellant (s)

VERSUS

SUDHENDU PURKAYASTHA & ORS.

Respondent(s)

Date: 18/07/2012 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE R.M. LODHA
HON'BLE MR. JUSTICE ANIL R. DAVE

For Appellant(s) Mr. Avijit Bhattacharjee, Adv.
Ms. Sarbani Kar, Adv.

For Respondent(s) Mr. Rajiv Mehta, Adv. (not present)

UPON hearing counsel the Court made the following
O R D E R

Appeal is disposed of in terms of signed order. No costs.

| (Pardeep Kumar)
| Court Master

| | (Renu Diwan)
| | Court Master

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[SIGNED ORDER IS PLACED ON THE FILE]