



THE HIGH COURT OF SIKKIM AT GANGTOK
(Civil Appellate Jurisdiction)

J U D G M E N T

S.B. R.F.A. No. 17 of 2013

Shri Rinzing Namgyal Trateng,
S/o late Sonam Gyatso Trateng,
R/o SNT Colony, Jalipol
P.O. & P.S. Ranipool, East Sikkim.

.... **Appellant/ Plaintiff.**

- versus -

1. His Eminence Zurmang Gharwang Rinpoche,
Son of late Sonam Gyatso Trateng,
C/o Pal Karmae Zurmang Shedah,
Chhokhorling, Lingdum,
P.O. Lingdum & P.S. Gangtok,
East Sikkim.
2. The Collector,
East Sikkim, Gangtok.
3. The Secretary to the
Government of Sikkim,
Building and Housing Department,
Government of Sikkim,
Gangtok.

.... **Respondents/ Defendants.**

**CORAM**

**HON'BLE THE CHIEF JUSTICE
MR. JUSTICE N. K. JAIN**

Date of Judgment : 17.07.2014

For Appellant : M/s. A.K. Upadhyaya, Sr.
Advocate (Senior Legal Aid
Counsel) with Thupden
Gyatso Bhutia, Advocate.

Mr. Rinzing Namgyal Trateng,
Appellant, in person.

For Respondent No. 1 : M/s. T.B. Thapa, Sr.
Advocate with Ranjan Chettri
and Khem Raj Sapkota,
Advocates.

Mr. Karma Rapden Gyaltzen,
Power of Attorney of
respondent No. 1.

For Respondents No. : Ms. Pollin Rai, Asstt. Govt.
2 and 3 Advocate.

Jain, CJ (Oral).

Learned counsel for both the parties have filed a
joint petition No. 199 of 2014 dated 16.07.2014 stating
therein that both the parties have arrived at a compromise,
out of Court, which has been reduced in writing, therefore,



appeal be disposed off in terms of compromise. The original Compromise Deed has also been annexed with the Application.

2. Appellant and Power of Attorney holder of Respondent No. 1 are present in person. They have been identified by their respective counsel. They admit the contents of the Compromise Deed to be true and correct. The Deed of Compromise is reproduced as under: -

“ **DEED OF COMPROMISE**

This Deed of Compromise made this the 16th day of July, 2014

BETWEEN

SHRI RINZING NAMGYAL TRATENG, aged about 64 years, permanent resident of Gangtok, East Sikkim APPELLANT herein (which expression shall include his heirs, legal representatives, successors, administrators and assigns) hereinafter referred to as the PARTY OF FIRST PART;

AND

His Eminence Zurmang Gharwang Rinpoche, S/o Late Sonam Gyatso Trateng, C/o Pal Karmae Zurmang Shedub, Chokhorling, Lingdum, PO Lingdum & PS Gangtok, East Sikkim through his Constituted Attorney *Mr. KARMA RAPDEN GYALTSEN*, (which expression shall include his heirs, legal representatives, successors, administrators and assigns) hereinafter referred to as the PARTY OF SECOND PART.

AND



WHEREAS both the parties have been litigating with respect to the subject matter of RFA No. 17 OF 2013 in the High Court of Sikkim arising out of Title Suit No. 08 of 2010 for quite a long number of years and the party of the First Part having lost the suit before the Learned Trial, the party of the First Part has filed the present said Regular First Appeal which is pending disposal before the said Hon'ble Court.

AND

WHEREAS the above said parties with the intervention of friends and well wishers, have expressed their willingness to settle their disputes permanently, have this day voluntarily, out of their free will and without any undue influence or coercion have decided to settle their disputes amicably on the following terms and conditions: -

1. That the party of Second Part has agreed to and has offered an area measuring 60' ft. X 40' ft. in a portion of Khesra plot No. 12 along the Tashi Namgyal High Secondary School Road, Gangtok, East Sikkim, under Pioneer Reserve Block, at Development Area, along with an amount of Rs.12,00,000/- (Rupees Twelve Lakhs) only, which shall be paid in two installments, the first installment of Rs.6,00,000/- (Rupees Six Lakhs) only will be paid after approval of the Blue Print Plan and issuance of the Construction Order and the second installment of Rs.6,00,000/- (Rupees Six Lakhs) only will be paid after four months from the date of receipt to the first installment, and which said amount of money is an aid to the party of the First Part for the construction of his house thereon in a portion of the said Khesra plot No. 12 and in consideration of the party of the First Part having categorically agreed to fully and finally settle the disputes between themselves involved in RFA No. 17 OF 2013 before the High Court of Sikkim arising out of Title Suit No. 08 of 2010 of the Court of the District Judge, Special Div. II.
2. And the party of the First Part has voluntarily, of his own free will and without any influence or coercion from any quarter, accepted the above offer of the Party of the Second Part in



full and final settlement of the disputes between the parties involved in RFA No. 17 OF 2013 arising out of Title Suit No. 08 of 2010.

3. That if any point in time, the Party of the First Part intends to sell the property and the construction/s thereon and which is the subject matter of this Compromise Deed, the party of the First Part will offer the same to the party of the Second Part before offering the same to anybody else at a reasonable consideration.
4. That it is specifically declared and understood hereby that the party of the First Part shall henceforth not make any claim and demand upon the party of the Second Part involved in RFA No. 17 of 2013 arising out of Title Suit No. 08 of 2010.

Both the parties hereto have been duly explained the terms of this Deed of Compromise and having fully understood its contents, intents and purports hereof have agreed to the same and have signed this Deed of Compromise in the presence of witnesses on this the 16th Day of July, 2014, at Gangtok, East Sikkim.

WITNESSES;

Sd/-
1. Mr. Tenzing Gyatsho Bhutia
R/o Chandmari, Gangtok,
East Sikkim.

Sd/-
SHRI RINZING NAMGYAL
(PARTY OF THE FIRST PART)

Sd/-
2. (K.L. GYALTSHEN)
TRATENG - DZONG,
GANGTOK.

Sd/-
SHRI KARMA RAPDEN GYALTSEN
CONSTITUTED ATTORNEY OF
(HIS EMINENCE ZURMANG
GHARWANG RINPOCHE)
(PARTY OF THE SECOND PART) ”

3. The contesting parties are only Appellant and Respondent No. 1. They have entered into compromise and a joint petition has been filed on their behalf, therefore, the appeal is disposed off in terms of compromise quoted above.



The impugned judgment and decree dated 29.12.2012 passed by District Judge, Special Division-II, East Sikkim at Gangtok in Title Suit No. 08/2010 are accordingly modified.

4. No order as to costs.

5. Respondents No. 2 and 3 are represented by Ms. Pollin Rai, learned Asstt. Govt. Advocate. She assures that needful, in pursuant to compromise including mutation entry in the name of the appellant, will be done by respondents No. 2 and 3, after identifying the land, which has been given to appellant in terms of compromise, at the earliest.

(N.K. Jain)
Chief Justice
17.07.2014

Approved for reporting: ~~Yes~~ / No
Internet : Yes / ~~No~~

pm/ jk