

THE HIGH COURT OF MEGHALAYA

WP(C) No.207/2010

1. Puja Sammilan Welfare Society,
Municipal Office Compound,
Jail Road, Shillong,
East Khasi Hills District, Meghalaya.
2. Shri. Samiran Kumar Dey,
S/o (L) S.K. Dey,
Secretary, Puja Sammilan Welfare Society,
R/o Oakland, Shillong, East Khasi Hills District,
Meghalaya. :::: Petitioners

-Vs-

1. The Shillong Municipal Board,
Bishop Cotton Road, Shillong,
East Khasi Hills District, Meghalaya.
2. The Chief Executive Officer,
Shillong Municipal Board, Shillong,
East Khasi Hills District, Meghalaya.
3. H.M. Cements Pvt. Ltd.
represented by the Managing Director,
Shillong. :::: Respondents

BEFORE
THE HON'BLE MR JUSTICE T NANDAKUMAR SINGH

For the Petitioners : Mr. K Paul, Adv.
For the Respondents : Mr. K Baruah, Adv for respdtsNo.1 & 2
Mr. S Sen, Adv for respdt.No.3
Date of hearing : **23.04.2014**
Date of Judgment & Order : **23.04.2014**

JUDGMENT AND ORDER(ORAL)

Learned counsel appearing for the parties submit at the Bar
that the parties had come to an amicable settlement outside the Court under

the terms of settlement mentioned in the Agreement dated 21.04.2014 executed between the petitioners and private respondent No.3. The said Agreement dated 21.04.2014 is also placed before this Court.

2. Mr. K Baruah, learned counsel for the respondents No.1 & 2 submits at the Bar that he had perused the said Agreement dated 21.04.2014 and he has no objection in disposing of this present writ petition in terms of the said Agreement dated 21.04.2014. Accordingly, this writ petition is disposed of in terms of the said Agreement dated 21.04.2014, which reads as follows:-

“AGREEMENT

This Indenture is made on this the 21st day of April, Two Thousand and Fourteen between:

*Puja Sammilan Society, a society registered under the Registration of Society Act, 1860 having its registered Office at Old Municipal Compound, Jail Road, Shillong, East Khasi Hills District, Meghalaya, represented by its Secretary Shri. Samiram Kumar Deb, Son of Late S.K. Deb aged about 56 years, resident of Oakland, Shillong, East Khasi Hills District, Meghalaya hereinafter referred to as the **First Party** (which term unless repugnant to the context shall mean and include its successors, assigns and legal representatives) of the **ONE PART,***

-AND-

*H.M. Cements Pvt. Limited, a company incorporated under the Companies Act, 1956 having its registered Office at Police Bazar, Shillong, East Khasi Hills District, Meghalaya represented by its Director Shri. Vikash Agarwal, Son of Late M.P. Agarwal, aged about 40 years, resident of Polo Hills, Shillong, East Khasi Hills District, Meghalaya hereinafter referred to as the **Second Party** (which term unless repugnant to the context shall mean and include its successors, in interest, assigns and legal representatives) of the **SECOND PART,***

-AND-

The Shillong Municipal Board, Shillong, East Khasi Hills District, Meghalaya represented by its Chief Executive Officer hereinafter referred to as the confirming Party (which term unless repugnant to the context shall mean and include its

successors, assigns and legal representatives) of the Third Part.

WHEREAS the First Party has been celebrating Durga Puja in a plot of land in the Old Municipal Compound, Shillong since 1933 and was allotted the said plot of land measuring about 1696 Sq. Ft. (more or less) for Puja Mandap Purposes by the Shillong Municipal Board, Shillong vide Lease Agreement dated 10.12.1992 and thereafter vide Order dated 07.10.2005 was accorded permission for renovation of the Puja Mandap pursuant to which a semi RCC type permanent structure was constructed over the said plot of land by the First Party at its own costs and expense and a deity of Lord Shiva was installed in the said temple as the presiding deity of the said temple.

AND WHEREAS the Government of Meghalaya through the Urban Affairs Department leased the entire old Municipal Compound to the Second Party under PPP Scheme for development of the said property.

AND WHEREAS there arose a dispute between the parties which led to filing a writ petition before the Hon'ble Gauhati High Court, Shillong Bench registered as WP(C)No.207(SH)2010 which is pending final adjudication.

AND WHEREAS the parties hereto have agreed to settle the matter amicably out of Court as per the terms and conditions contained hereinafter.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That the Second Party shall give unto the First party a plot of land measuring about 600 Sq. Ft. (more or less) with open vertical space (more fully described in Schedule-A appended hereto) for construction of a temple.
2. That a Second Party shall issue a separate Settlement Order/License in favour of the First Party in respect of the Plot of land over which the Temple is to be constructed and shall accord no objection for construction of a temple over the demised premises.
3. That the First Party shall thereafter construct a temple over the said plot of land (as mentioned in Schedule-A) and the Second and Third Parties shall have no objection to the same nor interfere in any manner with the day to day management, control and running of the temple.
4. That the Parties of the Second and Third Part shall have no objection to the First Party celebrating Durja Puja, Kali Puja and performance of daily Puja and all other religious rites and rituals by the First Party in the demised premises.

5. That the First Party shall not sublet, lease, mortgage or encumber the temple premises in any manner whatsoever, nor create charge/lien of any other party over the demise premises.

6. That the First Party shall not use the premises for any commercial purposes or financial gain and shall not use the premises for any other purpose other than performance of puja and other religious functions. The First Party shall not use the premises for hosting marriage parties, birth day parties or for performing any shradd ceremony.

7. That on execution of this Indenture the Parties hereto shall formally bring Agreement on record in WP(C)No.207(SH)2010 and pray for disposal of the said Writ Petition in terms of the covenants contained herein.

8. That in the event of any dispute or difference arising between the Parties out of this Indenture or the construction or interpretation of any of the covenants contained herein or any dispute concerning the handing over the demised premises by the Parties of the Second and Third Part unto the Party of the First Part or concerning the management and control of the temple premises between the Parties, the same shall be resolved through Arbitration of 3 (Three) Arbitrators would be appointed by the nominees of each of the Parties under the Arbitration and Conciliation Act, of 1996. The venue for arbitration shall be Shillong and the language of Arbitration shall be English.

In witness whereof all the parties hereto have signed on this the _____ day of April, 2014 in the presence of witnesses.

WITNESSES:

1.

Sd/-
FIRST PARTY

2.

Sd/-
SECOND PARTY

3.

Sd/-
CONFIRMING PARTY"

3. The said Agreement dated 21.04.2014 is placed in the file of the present writ petition and marked as 'X'.

4. With the above terms, this writ petition is disposed of.

JUDGE

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