

Party Name : Paritosh Rn. Datta And 2 Ors. Vs Narsingharh Sarbartha Sadhak Bhokta Samabay Samity Ltd. And 3 Ors.

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THE HONBLE MR. JUSTICE S.TALAPATRA

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Heard Mr. D.R. Choudhury, learned counsel appearing for the appellant as well as Mr. K. Nath, learned counsel appearing for the respondents.

Both the appellant and the respondents had agreed to settle the matter and accordingly they have filed the deed of compromise within the meaning of Rule 3 and Order 23 of the CPC. This court has examined this deed of compromise in terms of Section 23 of the Indian Contract Act and finds no illegality. There is no element which may render the contract unsustainable in law.

The solenama therefore is accepted. The following are the terms and conditions of the solenama :

(i) That, the Plaintiff Appellants being in possession of the suit land for a long period through previous vendors being the land originally owned by the Defendant Respondent No.1, Narsingharh Sarbartha Sadhak Bhakta Samabay Samity on getting allotment from the Government of Tripura and have constructed building and huts thereon and claimed the right of possession over the suit land. The Defendant Respondents on consideration of long possession of the suit land of the Plaintiff Appellants have decided to sell the land measuring 0.06 Acres i.e. 3(three) Gandas which in fact in possession of the Plaintiff Appellants.

(ii) That, the value of the said 3 (three) Gandas of land within the suit land in physical possession of the Plaintiff Appellants has been settled at Rs. 3,00,000/-(Rupees three lacs) only and the Plaintiff Appellants will pay the said consideration money to the Defendant Respondents.

(iii) That, the Defendant Respondent No.1 being a Samabay Samity (Co-operative Society) in a meeting will adopt a resolution and will execute and register the sale in respect of the said 3 (three) Gandas of land in favour of the Plaintiff Appellants within a period of a month on receipt of the said amount of Rs. 3,00,000/-(Rupees three lacs) only.

(iv) That, the amount of Rs. 3,00,000/- (Rupees three lacs) only being so settled to be paid by the Plaintiff Appellants to the Defendant Respondents No.1 as the value of the said 3 (three) Gandas of land considering the long continuous possession of the said land by the Plaintiff Appellants through their Vendors by removing jungles and by developing the same by spending big amount and for which the Defendant Respondent No.1 Samity has decided the said amount reasonable and justified.

(v) That, the Plaintiff Appellants within a month of passing the decree on compromise by this Hon'ble Court will have to offer the said amount of Rs. 3,00,000/-(Rupees three lacs) only and the secretary and the President of the Samity will arrange to execute and register the Sale Deed in favour of the Plaintiff Appellants in respect of the said 3 (three) Gandas of land by ascertainment of the area and physical possession of the Plaintiff Appellants over the said 3(three) Gandas of land within the suit land.

(vi) That, if even after the offer of the said amount of Rs. 3,00,000/-(Rupees three lacs) only to the Secretary or President of the Defendant Respondents No.1, Samity, the document i.e. the sale deed in respect of the said 3 (three) Gandas of land within the suit land in possession of the Plaintiff Appellants is not made within the period as noted above then there would be no claim of right, title, interest and possession of the Defendant Respondent No.1, Samity over the suit land including the said 3 (three) Gandas of land and the Plaintiff Appellants or their heir or heirs will enjoy the suit land including the said 3 (three) Gandas of land as the owners in possession without any interruption and objection from any corner.

(vii) That, after execution and registration of the sale deed in respect of the said 3 (three) Gandas of land in favour of the Plaintiff Appellants by the Defendant Respondent No.1, the Plaintiff Appellants being the absolute owners and possessors of the said land will have the right to get mutation and to pay land revenue, taxes etc. and to make any construction and also will have the right to sell, mortgage and transfer the said land or any part thereof.

(viii) That, the Terms & Conditions of this compromise petition are equally binding upon both the parties to the present appeal and their heir or heirs."

The suit is decreed in terms of this solenama. The solenama shall form the part of the decree.

Accordingly, this appeal stands disposed of. After preparation of the decree send down the LCRs.