

**HIGH COURT OF TRIPURA
AGARTALA**

RSA No.11 of 2014

Kalipada Bhowmik and Anr.

----Applicant(s)

Versus

Shila Das (Harijan) and Anr.

----Respondent(s)

For Applicant (s) : Mr. D.C. Roy, Adv.

Mr. R. G. Chakraborty, Adv.

For Respondent(s) : Mr. D. Chakraborty, Sr. Adv.

Mr. H. Laskar, Adv.

HON'BLE MR. JUSTICE S. TALAPATRA

Order

27/04/2018

Heard Mr. D.C. Roy and R.G. Chakraborty, learned counsel appearing for the appellants as well as Mr. D. Chakraborty, learned senior counsel assisted by Mr. H. Laskar, learned counsel appearing for the respondents.

By the order passed today in IA No.1 of 2018 arising out of this appeal the terms and conditions of the settlement has been accepted by this court.

In terms of the said settlement this appeal stands disposed of.

For purpose of reference, the terms of settlement as recorded in para-4 of the petition being IA No.1 of 2018 [from RSA No.11 of 2014] is extracted hereunder:

(i) **The plaintiff-appellants are the joint owners of the suit property described in schedule "A" hereunder written by virtue of allotment granted by the government dated 3-12-1986 and one of the plaintiff-appellants entered into an agreement for sale dated**

13-2-2003 with the original defendant agreeing to sell the entire suit land and under the terms of the aforesaid agreement for sale, possession of the suit land was delivered to the original defendant.

(ii) Under the terms of the compromise it is agreed that aforesaid agreement for sale deed 13-2-2003 shall be cancelled and fresh agreement for sale would be entered into between the parties whereunder the plaintiff-appellants shall sell a part of the suit land measuring 0.025 acre to the defendant- respondents described in schedule "B" hereunder written at or for the price of Rs.20,000/- and out of the aforesaid price of the land, Rs.15,000/- was paid by the original defendant earlier as earnest money to the plaintiff- appellants under the terms of the agreement for sale dated 13-2-2003 and remaining price for the "B" schedule land of Rs.5000/- will be paid by the defendant- respondents at the time of registration of the sale deed by the plaintiff- appellants and possession of the "B" scheduled land has been delivered today by the plaintiff- appellants to the defendant- respondents.

(iii) It is also agreed that at present the defendant- respondents have been residing in the mud-walled hut on the suit land outside the "B" scheduled land, the defendant- respondents shall shift their place of dwelling to the "B" scheduled land on 1st May, 2018 and at the same time they shall be entitled to shift the electric service line and water supply point to the "B" scheduled land and they shall also be entitled to remove the G.C.I sheets from the Varanda of the mud-walled hut standing on the "A" scheduled land.

(iv) It is further agreed that the plaintiff- appellants shall file application before the competent authority for granting sale permission for transferring the "B" scheduled land to the defendant- respondents and on receipt of sale permission the plaintiff- appellants shall transfer the "B" scheduled land to the defendant- respondents within one month from the date of receipt of the sale permission absolutely by registered instrument on receipt of rest amount of consideration money of Rs.5000/- from the defendant- respondents.

(v) Original suit shall be decreed in terms of this compromise petition and this compromise petition shall form part of the decree.

(vi) RSA No.11 of 2014 shall be disposed of in terms of this compromise petition.

(vii) There shall be no order as to costs.

As a measure of abundant caution, the petition being IA No.1 of 2018 shall form the part of the decree.

Registry is directed to prepare the decree accordingly.

Send down the LCRs thereafter.

JUDGE