

SUPREME COURT OF INDIA

Kalpana Majumder

Vs.

Lakshmi Priya Shaw

C.A.No.6741/2018

(Kurian Joseph and Sanjay Kishan Kaul, JJ.)

17.07.2018

JUDGMENT

Kurian Joseph, J.,

SLP(Civil)No.31495/2014

1. Leave granted.

2. The parties are before this Court pursuant to a civil litigation since 2002. During the past 16 years there have been several litigations and we find that five criminal cases are pending between the parties.

3. When the matter came up before this Court, after noticing that there is an element of settlement, we sought the assistance of Ms. Varuna Bhandari, learned counsel and also a trained Mediator. We are informed that the learned Mediator has put in more than 35 hours in the mediation. Thanks to the strenuous efforts thus taken by the learned Mediator, we are happy to note that the parties have settled their entire disputes and they have filed the application for direction(s) along with the Deed of Settlement dated 16.07.2018 duly signed by all the parties and the learned Mediator in the Registry of this Court, which are taken on Board.

4. In view of the Deed of Settlement dated 16.07.2018, referred to above, we are of the view that for securing the ends of justice, the criminal cases involving them should also be closed. Accordingly, Lake P.S. Case Nos.23 of 2008, 255 of 2012, Lake P.S. Case No.56 of 2009, C Case No.4342 of 2008 and Shakespere Sarani P.S. Case No.314/2013; 340 of 2013 and 397 of 2013 are quashed.

5. In terms of the Deed of Settlement dated 16.07.2018, we direct the District Sub Registrar, Alipore, West Bengal to register the transfer of the suit premises in favour of the appellants i.e. Mr. Mrinal Kanti Majumder; Mrs. Kalpana Majumder; Mrs. Bani Saha and

Mr. Uttam Saha. Since the parties have been in litigation, we direct the Registrar concerned to levy only the stamp duty leviable in the year 2002.

6. The third prayer in the application for direction(s) reads as follows:

"iii. the Deed of Conveyance dated 01. 03.2005, confirmed in 2008, entered into between [1) Late Mangobinda Shaw, 2) Smt. Brinda Rani Shaw (Respondent No. 6), 3) Shri Badal Shaw (Respondent No.7), 4) Shri Binoy Shaw (Respondent No.8), 5) Smt. Sonali Shaw (Respondent No.9), 6) Smt. Phalguni Kabi (Respondent No.10) on the One Part as, as VENDORS AND 1) Pacard Export Pvt Ltd. (Respondent No.13) & Ritman Commercial Pvt Ltd (Respondent No.14) on the Other Part as PURCHASER] and registered before the Registrar of Assurances, Calcutta shall be declared cancelled;"

7. The declaration, as prayed for, is granted.

8. We direct the parties to abide by the terms and conditions of the Deed of Settlement dated 16.07.2018.

9. The appeal is, accordingly, disposed of.

10. Though the learned Mediator Ms. Varuna Bhandari insisted that she does not require any honorarium and the services rendered by her are totally pro bono, having regard to the time and pains taken by the learned Mediator, we are of the view that the learned Mediator should be adequately remunerated. An amount of Rs.1,50,000/- (Rupees One Lac Fifty Thousand) by the appellants, Rs.1,00,000/- (Rupees One Lac) by respondent Nos.1 to 10 and Rs.1,00,000/- (Rupees One Lac) by Respondent Nos.13 and 14, be paid to the learned Mediator towards the services rendered by her.

11. We record our appreciation for the efforts taken by the learned Mediator, Ms. Varuna Bhandari and for the cooperation extended by the parties and the counsel for putting an end to the almost two decade old litigations between the parties and in particular Mr. Jaideep Gupta, learned senior counsel for facilitating the settlement.

12. Pending applications, if any, shall stand disposed of.

13. There shall be no orders as to costs.