

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S). 7397 OF 2018  
[@ SPECIAL LEAVE PETITION (C) NO. 31069 OF 2014]

ANIL TRIPATHY

Appellant(s)

VERSUS

SARAT KUMAR PANDA & ORS.

Respondent(s)

J U D G M E N T

KURIAN, J.

1. Leave granted.
2. The appellant approached this Court, aggrieved by the Judgment and order dated 11.07.2014 passed by the High Court of Orissa at Cuttack in R.F.A. No. 199 of 2013. The first appeal arose out of the Judgment and Decree dated 19.11.2003 passed by the learned Additional District Judge, Fast Track Court, Bhubaneswar in Title Suit No. 380 of 2001. A preliminary decree was passed in the Title Suit, which gave rise to the appeal. The appeal was allowed and thus, the plaintiff is before this Court.
3. When the matter came up to this Court, finding that there is an element of settlement, this Court passed the following order on 16.03.2018 :-

*"On a suggestion made by the Court, the learned counsel on either side submitted that they would explore the*

*possibility of resolving the dispute between the parties if the matter is referred to Mediation.*

*Accordingly, we refer the matter to the Mediation Centre attached to the High Court of Orissa at Cuttack to explore the possibility of an amicable settlement of the dispute between the parties, who would appear before the said Mediation Centre on 07.04.2018 at 11.00 A.M.*

*The Incharge, Mediation Centre, after making an endeavour for amicable resolution of the disputes, shall submit a report to this Court within four weeks thereafter.*

*List the matter after the mediation report is received."*

4. Thereafter, it was reported that the parties have decided to settle the dispute in principle. However, they were not able to agree on the terms. When the matter came up to this Court on 06.07.2018, since the parties were before us, we could take the settlement forward and finalise the terms. The plaintiff agreed to purchase the disputed land for an amount of Rs.2,500/- (Rupees Two Thousand and Five Hundred) per sq. ft. Still, there was a dispute as to the location. Thus, on 11.07.2018, this Court passed the following order :-

*"The parties have agreed, in principle, to purchase peace between them. The petitioner is agreeable to pay @ Rs.2,500/- per sq. ft in respect of the land in dispute. There is, however, appears to be some dispute as to what is the exact location of the land in dispute.*

*We direct the Secretary, District Legal Services Authority, Bhubneshwar, to go along with the parties and demarcate the actual land. He shall also refer to the map said to have been prepared by the Amin. The parties will appear before the Secretary on 16.07.2018 at 11.00 A.M. and the Secretary will conduct the local inspection and submit a Report within a week thereafter.*

*Post on 26.07.2018."*

5. Mr. Manas Ranjan Ray, Secretary, District Legal Services Authority, Khurda, Bhubaneswar, has forwarded a report dated 28.07.2018, wherein it is stated that the exact extent of the land has been identified with the assistance of a salaried Amin. The area measures up is 440.82 sq.ft. A sketch is also forwarded. The report and the sketch shall form part of this Judgment. The appeal is, hence, disposed of as settled between the parties and in terms of the report forwarded by the District Legal Services Authority. We record our appreciation for

the strenuous efforts taken by Sh. Manas Ranjan Ray, Secretary of the District Legal Services Authority.

6. In terms of the settlement, the plaintiff is directed to pay the amount in three bi-monthly installments. The first installment shall be paid within one month from today. We direct the competent authority to change the record of rights after full payment is made. In case the plaintiff wants a separate document of transfer, we direct the respondents to do the needful, at the expense of the plaintiff.

7. Ms. Indira Jaising, learned senior counsel, has graciously submitted that the underground water pipeline presently going through the respondents' property can be shifted to the plaintiff property. We direct both the parties to extend their cooperation for facilitating the process of shifting.

No costs.

.....J.  
[ KURIAN JOSEPH ]

.....J.  
[ SANJAY KISHAN KAUL ]

New Delhi;  
July 31, 2018.