

IN THE HIGH COURT OF JUDICATURE AT PATNA

FIRST APPEAL No.183 of 2009

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Manoj Kumar Agrawal Son of Late Jitan Lal Agrawal, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.

... ... Appellant/s

Versus

1. Gayatri Devi, W/o Manoj Kumar Agrawal, Daughter in law of Most. Shanti Kuer, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.
2. Uma Shanker Prasad Agrawal, Son of Late Jitan Lal Agrawal, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.
3. Saroj Kumar Agrawal, Son of Late Jitan Lal Agrawal, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.
4. Uma Rani Agrawal, Wife of Uma Shanker Prasad Agrawal, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.

... ... Respondent/s

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*Code of Civil Procedure, 1908—Order XXII Rule 3 read with Section 151—
compromise decree—all the parties of the appeal, as per the last wish of the
original respondent no. 1, have amicably settled the partition dispute outside
the court and have collectively reached at compromise—Compromised Deed
has been signed by all the parties—there is no material to show any kind of
fraud or misrepresentation or undue influence, etc. to any of the parties while
resolving the partition issue in-between both the parties—interlocutory
application allowed—First Appeal disposed of with certain reliefs.*

(Paras 5 and 6)

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- 1.1. Gayatri Devi, W/o Manoj Kumar Agrawal, Daughter in law of Most. Shanti Kuer, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.
- 2. Uma Shanker Prasad Agrawal, Son of Late Jitan Lal Agrawal, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.
- 3. Saroj Kumar Agrawal, Son of Late Jitan Lal Agrawal, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.
- 4. Uma Rani Agrawal, Wife of Uma Shanker Prasad Agrawal, Resident of Village and P.O. and P.S. - Chenari, District- Rohtas.

... .. Respondent/s

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Appearance :

For the Appellant/s	:	Mr. Dineshwar Pandey, Advocate
For the Resp. No.1	:	Mr. Rahul Singh, Advocate
For the Resp. No.2 to 4	:	Mr. Siddharth Harsh, Advocate

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CORAM: HONOURABLE MR. JUSTICE SHAILENDRA SINGH
ORAL JUDGMENT

Date : 24-03-2025

Re. I.A. No. 04 of 2025

Heard Mr. Dineshwar Pandey, learned counsel for the appellant, Mr. Rahul Singh, learned counsel for the respondent no.1 and Mr. Siddharth Harsh, learned counsel for respondent nos. 2 to 4.

2. The instant interlocutory application has been filed under Order 23 Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (in short ‘CPC’) with a prayer to pass a compromise decree in between both the parties.



3. Learned counsels appearing for both the parties are present. They jointly submit that the appellant namely, Manoj Kumar Agrawal, respondent nos. 2 and 3 namely, Uma Shanker Prasad Agrawal @ Uma Shanker Agrawal and Saroj Kumar Agrawal, are full brothers. The respondent no. 4 namely, Uma Rani Agrawal is the wife of Uma Shanker Prasad Agrawal @ Uma Shanker Agrawal (respondent no.2). The original respondent no. 1 namely, Most. Shanti Kuer was the mother of the appellant, respondent no.2 and respondent no. 3. The appellant's wife, namely, Gayatri Devi @ Gayatri Agrawal @ Gayatree Agrawal has been substituted in place of the original respondent no.1 namely, Most. Shanti Kuer after her death as one of the legal heirs of deceased respondent no.1. They further submit that the original respondent no. 1, Most. Shanti Kuer has died on 28.09.2024 leaving behind her three sons, the appellant, respondent no.2 and respondent no. 3 and at the time of her death, she expressed her wish of there being cordial relation among her all three sons and wished to end the present litigation amicably. Thereafter, all the parties of the present appeal, as per the last wish of the original respondent no. 1, have amicably settled the partition dispute outside the court and have collectively reached at compromise and the original copy of compromise deed is attached as Annexure-1 to



the present interlocutory application. The Title Suit No. 435/2001 in which the impugned judgment and decree were passed, was filed for partition of the suit property as there was some dispute with regard to the shares which were being claimed by all the shareholders and now the dispute has been resolved and three different Schedules i.e. Schedule-A, Schedule-B and Schedule-C have been prepared. The properties mentioned in Schedule-A of the compromise deed have been allotted to the respondent no.2, Uma Shanker Prasad Agrawal @ Uma Shanker Agrawal, the properties mentioned in Schedule-B of the Compromise Deed have been allotted to the appellant, Manoj Kumar Agrawal and Gayatri Devi @ Gayatri Agrawal @ Gayatree Agrawal (substituted respondent no.1) and the said properties have been jointly allotted to both of them. The properties mentioned in the Schedule-C of the Compromise Deed have been allotted to the respondent no.3, Saroj Kumar Agrawal @ Saroj Kumar. The respondent no. 4, Uma Rani Agrawal, has not been allotted any share. The said Uma Rani Agrawal (respondent no.4) and Gayatri Devi @ Gayatri Agrawal @ Gayatree Agrawal (substituted respondent no.1) will not make any separate claim and both are fully satisfied with the said partition as well as with the terms and conditions of the compromise relating to the partition. The learned counsels



representing all the parties jointly submit that all the Schedules concerned to the allotment of the shares, have been signed by all the parties and the appellant, Manoj Kumar Agrawal, Gayatri Devi @ Gayatri Agrawal @ Gayatree Agrawal (substituted respondent no.1), Uma Shanker Prasad Agrawal @ Uma Shanker Agrawal (respondent no.2), Saroj Kumar Agrawal @ Saroj Kumar (respondent no.3) and Uma Rani Agrawal (respondent no.4) have sworn in their respective affidavit of which original copies have been filed with this interlocutory application and in these affidavits, all of them have fully supported the terms and conditions of the said compromise and also accepted as to having signed the compromise deed in full knowledge of the terms and conditions of the compromise. It is lastly submitted that to end the civil litigation finally, running in between both the parties, both sides jointly pray for the passing of a compromise decree in the light of the compromise which has been made by them and also praying for setting aside the impugned judgment and decree passed in Title Suit No. 435/2001 to give effect to the compromise and there is no need to pass preliminary decree in the light of the compromise as through the said compromise, all the properties have been partitioned by metes and bounds among all the parties.



4. In view of the aforesaid prayer, this Court has perused the averments made in this interlocutory application and also the contents of the compromise deed as well as the statements made by all the parties in their respective affidavit, this Court is of the view that both the parties have arrived at lawful compromise and there is no material to show any kind of fraud or misrepresentation or undue influence etc. to any of the parties while resolving the partition issue in between both the parties. The Compromise Deed, Annexure-1, has been signed by all the parties. Considering these facts as well as above submissions, this Court is inclined to pass a compromise decree in the light of the compromise made by both the parties to end the civil litigation running in between them. Accordingly, the judgment and decree passed in the Title Suit No. 435/2001 which have been challenged in this appeal, are hereby set aside on the ground of compromise arrived at by both the parties but not on the merit and the suit filed by the appellant, Manoj Kumar Agrawal, is hereby decreed in the light of the provisions of Order 23 Rule 3 of C.P.C. and in view of the settlement made by both the parties, there is no need to prepare a preliminary decree in this matter.

5. Let the final decree be prepared in the light of the terms of the Compromise Deed (Annexure-1 to the present



interlocutory application) which shall be the part of the decree within the prescribed limitation period and the certified copy of this order as well as the decree which is to be prepared, be sent to the trial court for needful action.

6. Accordingly, the instant interlocutory application, i.e., I.A. No. 04 of 2025 stands allowed and the present appeal stands disposed of with the above-mentioned relief granted to both the parties in the light of their compromise.

(Shailendra Singh, J)

maynaz/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	28.03.2025
Transmission Date	28.03.2025

