

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**FIRST APPEAL No.708 of 1977**

---

- 1.1. Most. Chandrawati W/o decd. Ayodhya Tiwari alias Ram Ayodhya Tiwari, resident of Village Shahjadpur, P.O., P.S. and District Gopalganj.
- 1.2. Devendra Tiwary S/o Decd. Ayodhya Tiwari alias Ram Ayodhyam Tiwari, resident of Village Shahjadpur, P.O., P.S. and District Gopalganj.
- 1.3. Vidya Bhushan Tiwari S/o Decd. Ayodhta Tiwari alias Ram Ayodhya Tiwari, resident of Village Shahjadpur, P.O., P.S. and District Gopalganj.
- 2.1. Most. Lal Muni Devi W/o Brij Bihari Tiwari, resident of Sahaladpur, P.O.-Kolhuuaa, Shahzadpur, Gopalganj, Manjha, Bihar.
- 2.2. Pramod Kumar Tiwari S/o Brij Bihari Tiwari resident of Sahaladpur, P.O.-Kolhuuaa, Shahzadpur, Gopalganj, Manjha, Bihar.
- 2.3. Rupesh Kumar Tiwari, S/o Brij Bihari Tiwari resident of Sahaladpur, P.O.-Kolhuuaa, Shahzadpur, Gopalganj, Manjha, Bihar.
- 2.4. Rakesh Kumar Tiwari, S/o Brij Bihari Tiwari, resident of Sahaladpur, P.O.-Kolhuuaa, Shahzadpur, Gopalganj, Manjha, Bihar.
- 2.5. Asha Tiwari D/o Brij Bihari Tiwari, resident of Sahaladpur, P.O.- Kolhuuaa, Shahzadpur, Gopalganj, Manjha, Bihar.
- 2.6. Pusha Tiwari D/o Brij Bihari Tiwari resident of Sahaladpur, P.O.- Kolhuuaa, Shahzadpur, Gopalganj, Manjha, Bihar.

... .. Appellant/s

Versus

4. Adalat Tiwari son of Raja Tiwari resident of Village Shahjadpur, P.S. Gopalganj, District Gopalganj.
19. Simati Kailashpati Devi daughter of Manager Tiwari, resident of Village Shahjadpur, P.S. Gopalganj, District Gopalganj.

... .. Respondent/s

---

**Appearance :**

For the Appellant/s : Mr. Birendra Singh, Advocate  
For the Respondent/s : Mr. Uday Shankar Saran Singh, Advocate

---

**CORAM: HONOURABLE MR. JUSTICE SOURENDRA PANDEY**  
**CAV JUDGMENT**

**Date : 02-04-2026**

Heard the learned counsel for the parties.

2. The present First Appeal has been preferred against the judgment and decree dated 18.07.1977 passed by 3<sup>rd</sup> Additional Sub-Judge, Gopalganj in Title Suit No. 44 of



1968/18 of 1976, whereby and whereunder the suit was decreed  
in part:

*“ on contest with proportionate costs against the defendants no. 1 and 2, without cost against the defendant nos. 16 and 17 and ex parte without cost against the rest. Advocate's fee at 32/- only. It is declared that the deed of gift dated 19.12. 1958 executed by Jugesar Tiwary alias Jugi Tewary in favour of the defendants 1 and 2 with respect to the properties mentioned in schedule no.7 of the plaint is a null and void document. It is further declared a that in the properties mentioned in the schedules 1, 2 and 6 of the plaint the plaintiffs have their share to the extent of 5/18, in the properties mentioned in the schedule no.3 of the plaint they have share to the extent of 5/72 and in each of the properties mentioned in the schedules 4 and 5 of the plaint they have shares to the extent of 5/36. At the time of the final decree the properties mentioned in schedules 1 to 6 of the plaint will be partitioned by metes and bounds and the shares of the plaintiffs in those properties will be carved out to the extent mentioned above.”*

3. At the outset, learned counsel for the appellants submits that he has filed an interlocutory application being I.A. No. 12 of 2023 in the present appeal praying therein to decide the appeal on the basis of compromise entered between the parties.



4. It has been submitted that due to intervention of friends and well wishers of the parties and family members, good sense has prevailed and during the pendency of the appeal the parties have agreed to a compromise and have settled the litigation outside the Court after amicably solving their dispute.

5. It has further been submitted that as per the compromise, the landed properties mentioned in Schedule 1 (A) have been allotted to Adalat Tiwari (Respondent No.1) for the share of Urmila Devi, wife of Late Upendra Tiwari deceased son of Sri Adalat Tiwari) as well as for her two sons namely, Manoj Kumar and Vinod Kumar Tiwari Tiwary jointly. Similarly, the landed properties of Schedule 1(B) have been also allotted to said Adalat Tiwari for his son Surendra Kumar. Further, the landed property mentioned in Schedule 1(C) have been allotted to Respondent No. 2 namely Kailash Pati Devi. On the other hand the lands detailed in Schedule 2 (A) have been allotted jointly to appellant nos. 2 and 3 for the shares of Devendra Tiwari and Vidya Bhushan Tiwari, whereas Schedule 2 (B) lands have been jointly allotted to the shares of Pramod Kumar Tiwari, Rupesh Kumar Tiwari and Rakesh Kumar Tiwari equally and as such no separate Schedule/shares were allotted to appellant Nos. 1, 4, 8 and 9 namely Mostt. Chandrawati,



Lalmuni Devi, Asha Tiwari and Pusha Tiwari with their agreement as well as with the agreement of the parties to this compromise.

6. It has next been submitted referring to the said I.A. No. 12 of 2023 that all the parties to this compromise have agreed with the terms of this compromise and schedules of allotment of shares to respective parties will be binding on the present appellants and respondents as well as their respective heirs and descendants of their respective families.

7. Learned counsel for the parties have pointed out that all the parties of the instant appeal have put their respective signature in the compromise application at its foot. The contents of the compromise and the schedule appendix to the compromise petition was read over to each and every party to the present appeal and after being fully satisfied they have put in their respective signature without any external pressure, coercion, undue influence or misrepresentation. It has been submitted that the said compromise be made part of the final decree and the present appeal be disposed of setting aside the judgment and decree dated 18.07.1977 passed by 3<sup>rd</sup> Additional Sub-Judge, Gopalganj impugned in the present first appeal.

8. The learned counsel appearing on behalf of the



respondents does not dispute such factum of compromise between the parties and has further stated that the said I.A. No. 12 of 2023 is supported by separate affidavits sworn by each and every party to the present first appeal affirming the terms of compromise and therefore, the same may be accepted and a decree be prepared in terms of the said compromise, which has been set out in detail in the compromise petition.

9. In view of such categorical submissions and taking into account the entire I.A. No. 12 of 2023 with its averment and separate affidavits having been filed on behalf of all the parties in the present appeal and the same appears to be lawful and not opposed to public policy, the impugned judgment and decree dated 18.07.1977 passed by 3<sup>rd</sup> Additional Sub-Judge, Gopalganj in Title Suit No. 44 of 1968/ 09 of 1973/ 18 of 1976 is set aside.

10. Office is directed to prepare a decree in terms of the compromise application and the terms of compromise shall form part of the decree so prepared.

11. Let a decree be drawn up accordingly in terms of compromise under Order XXIII Rule 3 of the Code of Civil Procedure.

12. Accordingly, the present appeal stands disposed



of with the aforesaid direction.

13. There shall be no order as to costs.

**(Sourendra Pandey, J)**

aditya/-

AFR/NAFR	
CAV DATE	23.03.2026
Uploading Date	03.04.2026
Transmission Date	

