

CNR No.: HRFB020067982022

:1:
Sunil Dutt Vs. Jitender Sharma

CS/4695/2022

HRFB020067982022



Presented on : 19-12-2022
Registered on : 19-12-2022
Decided on : 07-08-2024
Duration : 1 years, 7 months, 19 days

**IN THE COURT OF MS. PRERNA ARYA, CIVIL JUDGE (JUNIOR
DIVISION), FARIDABAD.
(UID NO. HR-00658)**

Civil Case No. : CS-4695/2022
CNR no.: HRFB020067982022
Date of Institution: 19.12.2022
Date of Decision : **07.08.2024**

**Sunil Dutt Sharma son of late Sh. Jagdish Sharma, R/o House No. B-51,
Village Badkhal, Pandit Mohalla near Shiv Mandir, Faridabad.**

...Plaintiff

Versus

- 1. Jitender Sharma son of late Shri Jagdish Sharma, Resident of House No. B-51, village Badkhal Pandit Mohalla near Shiv Mandir, Faridabad.**
- 2. Smt. Seema Wife of Shri Sanjay Sharma daughter of late Sh. Jagdish Sharma, Resident of House No. FCA-343, Block-C, S.G.M. Nagar, NIT, Faridabad.**

...Defendants

SUIT FOR DECLARATION

Present: - Sh. R.S. Shishodia, counsel for the plaintiff.
Ms. Bindia Rani, counsel for the defendants.

(Prerna Arya)
Civil Judge (Jr. Divn.)
Faridabad. UID No. HR00658

~~Judgment~~:

The plaintiff has filed the present suit seeking a decree of declaration to the effect that plaintiff be declared owner and in possession of the property forming part of Khasra No. 93/8/2/2 out of one kitta plot i.e. 15 marlas out of plot no. 6 now known as FCA $\frac{1}{4}$ th, Block C, S.G.M. Nagar, NIT, Faridabad measuring 18 sq. yards admeasuring 9X18' situated in mauja Badkhal Sub Tehsil & District Faridabad.

2. Brief facts of the plaint are that Shri Jagdish Sharma son of late Sh. Gudayal was the owner and in possession of the property forming part of Khasra no. 93/8/2/2 out of one Kita plot i.e. 15 marlas out of plot no. 6 now known as FCA $\frac{1}{4}$ Block C, SGM Nagar, NIT, Faridabad measuring 18 sq. yards ad measuring 9X18 situated in mauja Badkhal sub-Tehsil & District Faridabad, vide sale deed no. 3299 dated 25.06.1986 registered in the office of Sub Registrar, Faridabad. The said property is bound as under: -

East : Rasta 66 Feet

West : House of Rafik Ahmed

North : Plot No. 5

South : Plot no. 7

It is further submitted that the said Jagdish Sharma has been expired on 23.10.1997 and the wife of Sh. Jagdish Sharma namely Smt. Maya Devi has also been expired on 21.11.2013. The said Jagdish Sharma has left the following legal heirs i.e. plaintiff and defendants. After the death of Jagdish Sharma, the plaintiff and defendants became the owner and in possession of the suit property in equal share. There are no other legal heirs of the deceased except mentioned above. It is further submitted that after the death of Jagdish Sharma a family settlement took place between the plaintiff and defendants in which the defendants have relinquished their rights in respect of the property in favour of the plaintiff and since then the plaintiff became the owner and in possession of the whole suit property. Now, the defendants are not admitting the claim of the plaintiff in respect of the suit property and the defendants are backing out from the said oral settlement. The plaintiff requested the defendants several times to admit their claim in respect of the suit property which was to be relinquished in favour of the plaintiff but the defendants delayed the matter on one pretext or other and finally on 10.12.2022 totally refused to accept the legitimate request of the plaintiff.

3. Upon notice, defendants appeared and filed their joint admitted written statement. Parties appeared before court and made a joint

statement on 20.07.2024 to the effect that they have arrived at a compromise. Parties duly identified by their counsels have got their statement reduced into writing that the matter has been compromised between them and put their signatures on the statement. The compromise Ex.C-1 is admitted by both the parties.

Learned counsel for the plaintiff has tendered following documents which are as under:

Ex.P-1	Sale Deed 25664 dated 10.02.2020
Ex. P-2	Copy of Death Certificate of Jagdish Sharma
Ex. P-3	Copy of Death Certificate of Jagdish Sharma
Ex.C-1	Compromise Deed

4. Further, in accordance with the joint statement dated 20.07.2024 both plaintiff and defendant have expressed their desire that their matter be settled as per compromise Ex.C-1. Consequently, they do not want to proceed further with the present suit. It is stated that all the disputes between the parties have been resolved and they will abide by the terms of Compromise Ex.C-1.

5. Order 23 rule 3 envisage that *“Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise, or where the defendant satisfies, the plaintiff in respect of the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith”*.

This is based on general principle that all matters which can be decided in a suit can also be decided by means of compromise because the ultimate purpose of courts is adjudication of disputes of parties. In such process, the adversarial claim come to rest. The cavil between parties is given a decent burial by way of compromise. It signifies magnificent and majestic facets of human mind. However, the conditions which needs to be satisfied before passing a consent decree are-

- 1 There must be a agreement or compromise.
- 2 It must be in writing and signed by the parties.
- 3 It must be lawful.
- 4 Such compromise shall be recorded by the court.

In the present case parties entered in a compromise through family settlement. That compromise is in writing and signed by the parties. That compromise has been admitted and accepted by both the parties through their joint statement given before the court. It is pertinent to

mention here that Compromise under order 23 rule 3 is governed by the Indian Contract Act, 1872 (hereinafter referred to as ICA). As per explanation to order 23 rule 3 “an agreement or compromise which is void or voidable under ICA shall not be deemed to be lawful within the meaning of this rule”. After perusing the material on record this compromise does not seem to be void or voidable as per provisions of said act. Hence, it is deemed to be lawful. Both the parties suffered a joint statement before the court that they have arrived at a compromise which is on record as Ex.C-1. Further the court satisfied itself about the title of the suit property vide Ex-P1. Original documents have been seen, compared and returned. These documents prove the ownership of Sh. Jagdish Sharma over the suit property.

6. I have heard the counsel for both the parties and perused the case file carefully, it appears that the matter has been amicably and voluntarily settled between the parties. Since there remains no dispute between the parties for adjudication. Hence, as per statement given by both the parties and in compliance with provisions contained in Order 23 Rule 3 of CPC, suit is decreed as per compromise Ex. C-1 with no order as to costs. The terms of compromise Ex. C-1 shall be made part of the decree. However, decree shall be binding only on the consenting parties in this suit.

The parties shall remain bound by their statements as well as compromise Ex.P-1.

7. However, decree shall have not effect the interest of any other person who is not a party to the suit. The present decree shall be subject to all just exceptions. The parties, however, are directed to bear their own costs. Decree sheet be prepared accordingly. File be consigned to the record room after due compliance.

Pronounced in open Court:
07.08.2024

(Perna Arya)
Civil Judge (Jr. Divn.),
Faridabad (UID-HR00658)

Note: This Judgment contains seven pages and each page has been checked and signed by me.

07.08.2024

(Perna Arya)
Civil Judge (Jr. Divn.)
Faridabad (UID-HR00658)

Priyanka (Steno-II)