

ORDER BELOW EXHIBIT 1

- 1.** Read the compromise agreement (exh.48) presented before this Court jointly, by the both the parties i.e the plaintiff and all the defendants on record. The Ld. Advocate for the plaintiff Mr. I.K.Parmar, has submitted that the parties to the present suit have amicably settled the dispute between themselves and have arrived to a compromise and therefore prays to this court to draw a decree considering the same. The Ld. Advocate of the defendant Mr.N.R.Modi has also submitted that the defendants have readily agreed to hand over/transfer 2 bighas(4600sq.m.) of land from the suit property situated in the village Bilvadiya , Ta. Dhansura located in khata no.232, bearing (old block no.06) new survey no. 59 admeasuring 01h-62-15 sq.m., to the plaintiff without any consideration amount along with transferring full rights of ownership and possession as per the terms of this agreement (exh.48). The defendants shall be transferring the said area of land to the plaintiff through registered deed in the name of the plaintiff himself or any person in whose name the plaintiff desires it to be transferred without any consideration amount along with transferring full rights of ownership and

possession as per the terms of this agreement (exh.48), within a period of 2 months from the date of the decree, so as to bring an end to contesting the suit any further. This land area of 4600sq.m. which is to be transferred shall be measured & determined before executing the registered deed and within a period of 2 months from the date of the decree.

2. The plaintiff and the defendants have remained present along with their Ld. Advocates before this Court and submitted that they have amicably settled down the dispute between themselves and have arrived to a compromise and so do not want to proceed with the suit anymore except seeking the reliefs mentioned in their compromise-deed(exh.48).
3. The compromise deed/agreement presented vide exhibit 48 has been duly signed by both the parties along with their Ld. Advocates. This Court has personally examined the plaintiff and the defendants and satisfied itself as to their voluntariness and free will about this compromise. The contents of the compromise agreement have been read over and explained to the parties in their known language. They(parties) have admitted the same without any objection. After having read the compromise deed, documents on record and having examined the parties, this

court has no reason to believe that the parties to the present suit are in collusion with each other and the agreement as presented to this court, also seems to be a genuine one. The parties to this suit have to the satisfaction of this court, arrived to a compromise and hence this compromise pursis/ agreement was recorded, as per the provisions of The Code Of Civil Procedure,1908 for the purpose of further proceedings.

4. Both the sides,(the plaintiffs and the defendant) have remained present before the Court and have stated that they made this compromise voluntarily without any threat,inducement etc.and have requested/prayed to the Court to accept their compromise and thereby grant the reliefs sought by this compromise greement and order the decree to be drawn accordingly.
5. **Order XXIII Rule 3 of the CPC, 1908** says that:
“ Compromise of suit 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 in writing and signed by the parties] or where the defendant satisfied the plaintiff in respect of the whole or any part of the subject-matter of the suit, the Court shall order such agreement, and shall pass a decree is accordance therewith so far as it relates to the parties to the suit, whether or not the subject-matter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit: **Provided** that where it is alleged by one party and

denied by the other that an adjustment or satisfaction has been arrived at, the Court shall decide the question; but not adjournment shall be granted for the purpose of deciding the question, unless the Court, for reasons to be recorded, thinks fit to grant such adjournment.

Explanation- An agreement or compromise which is void or voidable under the Indian Contract Act, 1872 (9 of 1872), shall not be deemed to be lawful within the meaning of this rule; “

6. Hence, taking into consideration the relevant provisions as per Order XXIII Rule 3 of C.P.C,1908 and the compromise filed by the parties which clearly shows that the defendants have satisfied the plaintiff in part as to the subject matter of the suit by a lawful agreement , so after allowing the compromise entered into by the parties vide exhibit 48 ; this Court hereby pass the following order in the larger interest of justice:

:- ORDER -:

- 1.** The compromise arrived between both the parties of this suit is hereby allowed.

- 2.** The defendants are hereby ordered to handover/transfer 2 bighas(4600sq.m.) of land from the suit property situated in the village Bilvadiya , Ta. Dhansura located in khata no.232, bearing (old block no. 06) new survey no.59 admeasuring 01 h-62-15 sq.m., to the plaintiff along with transferring full rights of ownership and possession as per the terms of this agreement (exh.48).

3. The defendants are hereby ordered to perform the transfer the possession and ownership of this piece of land admeasuring 4600sq.m. from the suit property through the registered deed in the name of the plaintiff (or the person in whose name the plaintiff intends the transfer) without any consideration, within the next 2 months from the date of the decree.

4 It is hereby ordered that the costs (of stamps, registration etc.) involved in such transfer through registered deed shall be equally borne by the plaintiff and the defendants as agreed in the compromise deed.

5. It is hereby ordered that land area of 4600sq.m. which is to be transferred from the suit property shall be measured & determined before executing the registered deed, maximum within a period of 2 months from the date of the decree.

6. Further it is hereby ordered that as per the compromise, the remaining area of the suit property after excluding this transfer(land area of 4600sq.m.) shall be in the exclusive possession and ownership of the defendants alone.

7. It is also hereby ordered that the plaintiff, his legal heirs, agents etc are permanently restrained from causing any kind of obstruction, disturbance etc to the defendants while utilising their ownership and possessory rights in the remaining area (excluding 4600sq.m. of the transferred land) of the suit property.

- 8.** It is also hereby ordered that as this suit is settled through compromise, the plaintiff shall not in future file any claim, complaint, dispute, objection, application etc through the revenue court regarding the suit property and on doing so this settlement shall become null & void .
- 9.** This decree being drawn on the basis of the compromise-deed (exh.48), shall not be binding on any third party who has not been brought on record but if any(that) third party's rights are being violated by the same , such adversely affected party shall be free to approach the court without being barred by res-judicata.
- 10.** Court fees to be refunded to the plaintiff as per the rules.
- 11.** Decree to be drawn accordingly.

Pronounced today on the Fourteenth day of the March month, 2026 in the National Lok - Adalat.

Date : 14/03/2026
Place: Dhansura

(Ms.Saba Syed)
Principal Civil Judge,
Dhansura , Dist. Arvalli
(GJ01578)