



Order below Exh.01 in R.C.S. No. 796 of 2025
Sitaram - Vrs.- Balu @ Balappa & Ors.
(Passed on this 13th day of April, 2026)
CNR.No.MHLA060037222025

The plaintiff has filed the present suit for declaration and perpetual injunction in respect of land bearing Gat No. 325 situated at Mouje Umraga Yalladevi.

02. During the pendency of the suit, the plaintiff and defendant No.1 and defendant No.2 have filed a compromise pursis on record stating that the dispute has been amicably settled and that the parties shall remain in possession of their respective portions of land.

03. I have carefully perused the pleadings, documents on record, and the terms of the compromise.

04. It is an admitted position that defendant No.1 and defendant No.2 claim title over their respective portions of land on the basis of registered sale deeds executed by the mother of the plaintiff. The said sale deeds are not under challenge in the present suit. The revenue record also reflects their names on the basis of duly effected mutation entries.

05. In view of the above, it is clear that the title of defendant No.1 and defendant No.2 is already based upon independent registered documents. Similarly, the plaintiff claims ownership over the remaining portion of the land which is not shown to have been transferred.

06. The principal relief claimed in the present suit is that of declaration of ownership. However, when the title of the parties is already governed by registered sale deeds and there is no cloud or dispute raised regarding such title, the relief of declaration does not arise and cannot be granted.

07. It is a settled principle of law that a compromise under Order XXIII Rule 3 of the Code of Civil Procedure must be lawful and capable of being enforced by the Court. The Court cannot pass a decree on compromise in respect of a relief which is otherwise not legally tenable or unnecessary.

08. In the present case, the compromise seeks, in substance, to affirm ownership and possession of the parties. However, since the declaratory relief itself is not maintainable in the facts of the case, the compromise, to that extent, is not lawful and cannot be accepted.

09. Further, the compromise cannot be partly accepted and partly rejected so as to convert it into a decree different from what the parties have agreed. Such selective acceptance would amount to rewriting the terms of compromise, which is impermissible.

10. Therefore, this Court is of the considered opinion that the compromise pursis filed by the parties is not lawful and cannot be acted upon.

ORDER

- 1) The compromise pursis filed by the plaintiff and defendant No.1 and defendant No.2 is hereby rejected.
- 2) The suit shall proceed further in accordance with law for adjudication on merits.
- 3) No order as to costs.

(Dictated and pronounced in open Court).

Place : Ahmedpur.
Date : 27.04.2026.

(M. C. Hasge)
Jt. Civil Judge Junior Division,
(Court No.02), Ahmedpur.