

MHNG080015022025



Order Below Exh. 1

The plaintiff and defendant appeared before this court and file application for taking the matter on board below Exh.5. Both of them contended that they have settled their dispute out of the court. This court sent parties for mediation. Report of mediation is at Exh.6. Both parties filed joint purshis below Exh.7 contending that petitioner does not want to proceed with the matter.

2. Perusal of record it shows that the plaintiff seeking relief of declaration that the power of attorney dated 03.10.2024 and gift deed executed by the defendant dated 09.12.2024 as null and void. Record further shows that the plaintiff and Anandwardhan Chandranarayan Trivedi had executed Power of Attorney in favour of the plaintiff. Gift deed bearing No.9983/2024 dated 09.12.2024 is executed on the basis of power of attorney. In such a situation Anandwardhan Trivedi is also a necessary party in this suit as well as compromise.

3. Order XXIII Rule 3 of Code of Civil Procedure deals with 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, 595[in writing and signed by the parties] 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 596[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 no 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. As the compromise agreement is affecting to the rights of Anandwardhan Trivedi which is void or voidable under Indian Contract Act. Hence, I pass following order.

Order

Compromise agreement below Exh.7 is filed.

Place : Kamptee.
Dt:- 30/07/2025

(Q.R. Syed)
2nd Jt. Civil Judge Junior Division
Kamptee.

ENDORSEMENT

Case argued on	:	30/07/2025
Order dictated on	:	30/07/2025
Transcription ready on	:	30/07/2025
Order checked and signed on	:	30/07/2025

CERTIFICATE

I affirm that the contents of this P.D.F. File are same word to word as per original Order.

Name of Steno

:- Vrushabh Wanjari