

SP.C.S. No. 28/2021

ORDER ON EXH.25, 45 and 50

(Compromise Decree under Order XXIII Rule 3 of the Code of Civil Procedure, 1908)

1. The present suit has been filed by the plaintiffs seeking declaration of their title, ownership and possession over the agricultural lands described in Schedule-1 and Schedule-2 (hereinafter referred to as “the suit lands”), declaration that the alleged powers of attorney are illegal and void, cancellation/nullification of the registered sale deeds executed on the basis thereof, permanent injunction restraining the defendants from creating third party rights, and other consequential reliefs. During the pendency of the suit, the plaintiffs and Defendant Nos. 1 to 6 have filed Compromise Pursis at Exh. 25 and Exh. 45, stating that the parties have amicably resolved the dispute and have prayed that the compromise be recorded and a decree be passed in terms thereof.
2. Further, Defendant No. 7, namely Nayanaben Bharatbhai, daughter of Late Lallubhai Patel, presently residing at 80, Michelangelo, San Antonio, Texas, USA, has filed a declaration-cum-affidavit at Exh. 50, wherein she has stated that she has read and understood the compromise pursis at Exh. 25 dated 28.07.2022 and Exh. 45 dated 07.02.2026, that she is fully aware of the subject matter of the suit, and that she has no objection if the reliefs prayed for by the plaintiffs are granted. She has further undertaken to extend full cooperation in all legal proceedings, including execution of documents or

appearance before the Sub-Registrar as and when required. Defendant No.7 remain present before the Court through virtual mode.

3. It is stated in the compromise pursis that the suit lands described in Schedule-1 and Schedule-2 are jointly owned, possessed and enjoyed by the plaintiffs along with Defendant Nos. 6 and 7. It is further stated that Defendant No. 1, without any lawful authority and on the basis of alleged powers of attorney, executed two separate registered sale deeds dated 26.10.2020, which were registered on 02.11.2020 in the office of the Sub-Registrar, Kamrej, Surat, in Book No. 1 bearing Registration Nos. 9452 and 9453, in favour of Defendant Nos. 2 to 5.
4. The compromising parties have admitted that no lawful authority was ever granted by the plaintiffs and Defendant Nos. 6 and 7 to Defendant No. 1 to manage or alienate the suit lands, and therefore the aforesaid transactions are not binding upon the plaintiffs and Defendant Nos. 6 and 7. Defendant Nos. 1 to 6 have expressly acknowledged the ownership, possession and enjoyment of the suit lands with the plaintiffs and Defendant Nos. 6 and 7, and have given their unconditional consent for cancellation of the aforesaid registered sale deeds. It is further agreed between the parties that the plaintiffs and Defendant Nos. 6 and 7 shall be at liberty to deal with the suit lands in accordance with law, including by sale, transfer, mortgage, lease, development, or grant of leave and license, and Defendant Nos. 1 to 6 shall not raise any objection or claim any right, title or interest therein in future. The compromise further provides that the plaintiffs and Defendant Nos. 6 and 7 shall be

entitled to have the decree passed in terms of compromise implemented through the office of the concerned Sub-Registrar and revenue authorities, and Defendant Nos. 1 to 7 shall extend full cooperation for such implementation. It is also prayed that the decree extract be forwarded to the office of the Sub-Registrar, Kamrej, Surat for necessary action.

5. This Court has carefully perused the compromise pursis filed at Exh. 25 and Exh. 45 and the affidavit filed by Defendant No. 7 at Exh. 50. The identity of the parties present before the Court and their respective Ld. Advocates have been verified. The Court has also made due inquiry regarding the voluntariness of the compromise, and it is found that the compromise has been entered into freely and voluntarily, without any coercion, undue influence or fraud. The compromise is in writing and signed by the concerned parties. The subject matter relates to civil rights over immovable property, which are legally capable of being settled. This Court is satisfied that the compromise is lawful and not opposed to public policy or any statutory prohibition. Therefore, the compromise deserves to be recorded under Order XXIII Rule 3 of the Code of Civil Procedure, 1908.
6. In view of the settlement arrived at between the parties, the compromise pursis deserves to be accepted and the suit deserves to be decreed in terms thereof. Hence, in the interest of justice, the court proceeds to pass the following order: -

FINAL ORDER

1. The compromise pursis/deed filed at Exh. 25 and Exh. 45 are hereby accepted and ordered to be taken on record. The declaration-cum-affidavit filed by Defendant No. 7 at Exh. 50 is hereby accepted and taken on record as her unconditional consent to the compromise and decree. The suit is hereby decreed in terms of compromise under Order XXIII Rule 3 CPC.
2. It is hereby declared that the plaintiffs along with Defendant Nos. 6 and 7 are the lawful owners, co-sharers and persons in possession and enjoyment of the agricultural lands described in Schedule-1 and Schedule-2 appended herein below.
3. It is hereby declared that Defendant No. 1 had no lawful authority to execute any power of attorney or to deal with the suit lands on behalf of the plaintiffs and Defendant Nos. 6 and 7, and the alleged powers of attorney relied upon for execution of the sale deeds are declared null, void and not binding upon the plaintiffs and Defendant Nos. 6 and 7.
4. The registered sale deeds executed in respect of the suit lands, namely: (i) Registered Sale Deed No. 9452, dated 26.10.2020, registered on 02.11.2020, and (ii) Registered Sale Deed No. 9453, dated 26.10.2020, registered on 02.11.2020, registered in Book No. 1 in the office of the Sub-Registrar, Kamrej, Surat, are hereby declared illegal, null and void, and not binding upon the plaintiffs and Defendant Nos. 6 and 7, and the same stand cancelled by this decree.

5. It is further declared that Defendant Nos. 1 to 5 have no right, title or interest in the suit lands, and they are hereby permanently restrained from transferring, alienating, mortgaging, encumbering, leasing, or creating any third-party interest in the suit lands in any manner whatsoever.
6. The plaintiffs and Defendant Nos. 6 and 7 are at liberty to sell, transfer, mortgage, lease, develop, grant leave and license, or otherwise deal with the suit lands in accordance with law, without any obstruction or objection from Defendant Nos. 1 to 5.
7. Decree shall be drawn accordingly and the compromise pursis/deed at Exh. 25 and Exh. 45 shall form part of the decree.
8. The decree extract/certified copy of the decree as well this order shall be forwarded to the office of the Sub-Registrar, Kamrej, Surat, for necessary action in accordance with law, including necessary endorsement/cancellation entry in respect of the aforesaid sale deeds.
9. The concerned revenue authorities shall mutate the revenue entries in accordance with this decree after following due procedure.
10. The Court fee refund certificate will be issued in the name of plaintiff no.1, as per rule.
11. No order as to costs.

SCHEDULE-1

Surat District, Sub-District Kamrej, Moje Village Kholwad, Block No. 47 (Old Block No. 185), Survey No. 379, old tenure agricultural land admeasuring He.Are. 0-74-52 sq.m. and Pot Kharaba He.Are.

0-01-19 sq.m., total He.Are. 0-75-71 sq.m., Account No. 148, Assessment Rs. 15.79 paisa, along with all appurtenant rights, ways, roads, watercourses and easements, bounded as under:

North: Block No. 46,

South: Block No. 48,

East: Block Nos. 39, 41 and 42,

West: Block Nos. 50 and 51.

SCHEDULE-2

Surat District, Sub-District Kamrej, Moje Village Kholwad, Block No. 2921 (Old Block No. 176), Survey No. 315, old tenure agricultural land admeasuring He.Are. 1-23-67 sq.m. and Pot Kharaba He.Are. 0-01-19 sq.m., total He.Are. 1-24-86 sq.m., Account No. 148, Assessment Rs. 26.25 paisa, along with all appurtenant rights, ways, roads, watercourses and easements, bounded as under:

North: Road,

South: Block Nos. 2936 and 2939,

East: Block No. 2919,

West: Road.

Pronounced in open Court on this 12th day of February, 2026.

Date- 12/02/2026

Place- Kathor

(Mr. Prakher Sharma)

Additional Senior Civil Judge, Kathor

GJ 01416