



C.R.P(MD)Nos.304, 305 and 306 of 2023

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved On : 24.07.2024

Delivered On : 23.08.2024

CORAM :

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

C.R.P(MD)Nos.304, 305 and 306 of 2023

Thangapandian

- 1.Sivarajapandian @ Mohan Raja
- 2.Navaneethakrishnan
- 3.Shanmugaraj
- 4.Krishnakumar
- 5.Nagarani
- 6.Biuntha

... Petitioners/2 to 7 Petitioners/3rd Party
in all petitions

Vs.

- 1.Jegadeesan
- 2.Manivannan
- 3.Kamalakannan
- 4.The Commissioner,
Theni Municipality,
Theni District.

... Respondents 1 to 4/Respondents 1 to 4/
Defendants 1 to 4 in all petitions

Vijayaraja (Died)



C.R.P(MD)Nos.304, 305 and 306 of 2023

5.Sivarengaraja
6.Vijayarenga Muthulakshmi
7.Sivaramakrishna Vijayan

Jeyachandiran (Died)

8.Senthilkumari

Mala Devi (Died)

9.Thuruvan

Mahalakshmi Thai (Died)

10.Sivanagaraja
11.Sivathani Raja
12.Sivakrishna Raja
13.Geetha Devi
14.Sivaponnurani ... Respondents 5 to 14/Respondents 6 to
8, 10, 12 & 14/Plaintiffs 3 to 5, 7, 9 & 11 to 15
in all petitions

15.Selvakumari
16.Sree Jeyanth
17.Natheeka Devi ... Respondents 15 to 17/Respondents 19 to 21/
3rd Party in all petitions

Common Prayer: Petitions filed under Section 115 of CPC, to set aside the Fair and Order and Decreetal Order passed in I.A.Nos.13, 441 and 445 of 2017 in O.S.No.80 of 2007 on the file of the District Munsif Court, Theni, dated 16.02.2022.



C.R.P(MD)Nos.304, 305 and 306 of 2023

In all petitions:

For Petitioners

: Mr.S.Meenakshi Sundaram
Senior Counsel
for Mr.R.T.Arivukumar

For Respondents

: Mr.J.Barathan for R1 to R3

No Appearance for R4, R5 to R17

COMMON ORDER

A. The Petitions:

These Civil Revision Petitions are filed against the fair and decreetal order dated 16.02.2022 made in I.A.Nos.13, 441 and 445 of 2017 in O.S.No.80 of 2007, on the file of the District Munsif Court, Theni.

1.1 By the above applications, the petitioners herein prayed to recall the compromise decree dated 15.09.2009 under Section 151 of the Code of Civil Procedure, Section 6 of the Tamil Nadu Civil Courts Act, 1873, Section 2(1)(B) of the Tamil Nadu Civil Courts and Chennai City Civil Court (Amendment) Act, 2003 and Sections 25 of the Tamil Nadu Court Fees and Suits Valuation Act, 1955.



B. The Factual Background:

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2. The factual matrix, in which, the case arises is that one Thangapandian (the original first plaintiff) and others, filed O.S.No.80 of 2007 on the file of the District Munsif, Theni against one R.N.Jegadeesan, N.R.Manivannan, L.Kamalakaran and Theni Allinagaram Municipality. The plaintiffs' case is that the suit property originally belonged to one Shanmuga Vellalakonda Pommunaicker. The plaintiffs are his legal heirs and the suit properties are in the joint possession and enjoyment. The suit property was originally a thrashing floor. The first defendant is the son of one Narayanasamy Naicker and the defendants 2 and 3 are the paternal grandsons of the said Narayanasamy Naicker. The said Narayanasamy Naicker entered into a lease with the plaintiffs on 29.11.1956 concerning the suit property and the other properties for ten years. The registered lease agreement stated that the period could be extended. The annual rent for the suit property and other properties was fixed at Rs.4,200/-. After the death of the said Narayanasamy Naicker, there is a misunderstanding between the plaintiffs and the defendants. Therefore, the plaintiffs had to file the suit. The suit was filed for the following reliefs:



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“a) to directing the 4th defendant not to receive any papers of receive any amount like payment of tax or other tax in regard to suit property from the defendants 1 to 3 without consent of plaintiffs by way of Mandatory Injunction.

b) to restraining the defendants 1 to 3 not to encumber of any name transfer of suit property in manner of deviating from the Lease Agreement dated 29.11.1956 by way of Permanent Injunction.

c) directing the defendants to pay the cost of this suit to the plaintiffs.

d) and granting such other reliefs according to the circumstances of the suit and thereby render justice.”

2.1 The suit was resisted by the defendants by filing a detailed written statement. They contend that they have perfected title by adverse possession. It is their further contention that as per the lease, the lessees are entitled to put up the superstructure and pursuant thereto, the defendants' father had put up the superstructure. Over some time, the lesser or lessee relationship ceased to exist and the defendants' family openly asserted title to themselves. With the said contention and the other contentions, they prayed for the dismissal of the suit.



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2.2 Pending the suit, the parties entered into a compromise. The suit property was divided into A and B Schedules. In respect of the part of the suit property falling within schedule A, the defendants agreed that they surrender possession of the property along with the buildings therein to the plaintiffs and will not claim any further right in respect thereof. It was further agreed that the part of the property which is Schedule B will belong to the defendants and the plaintiffs will not claim any further right.

2.3 The trial Court duly examined the parties and after considering that the fourth defendant was given up and as between the parties, there is a valid compromise and after the examination of P.W.1 to P.W.3 and D.W.1 and after considering the memorandum of compromise, which was marked as Ex.A.1, decreed the suit in terms of the compromise. The decree was passed on 15.09.2009.

2.4 Eight years thereafter, in the year 2017, the present applications are filed. It is the contention of the plaintiffs that the then counsel for the plaintiffs did not properly advise them as to the rights of the parties. When



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the property belonged to them, they were ill-advised to enter into a compromise with the defendants by giving up rights as to 50% of the property. Secondly, the decree of the trial Court is not clear as to what reliefs are granted to the parties. Thirdly, the compromise decree is passed by the learned District Munsif, Theni, without pecuniary jurisdiction to pass such a decree. Fourthly, the plaintiffs also did not pay proper Court fees with reference to the relief prayed for. Therefore, the compromise decree is illegal and recorded without jurisdiction.

2.5 The applications were duly resisted by the respondents/defendants by filing a counter affidavit. It can also be seen that in parallel, one of the grandsons of the deceased first plaintiff, one S.Pradeep, a practising advocate, also filed O.S.No.38 of 2012 on the file of the District Court, Theni to declare that the compromise decree passed is null and void on the ground that it was obtained by playing fraud and that it is in gross violation of the Indian Stamp Act, 1899, The Registration Act, 1908 and The Transfer of Property Act, 1882.



2.6 The said S.Pradeep also submitted a corruption complaint against the then District Munsif, Theni alleging that she granted the consent decree by obtaining illegal gratification.

2.7 On the said complaint, while finding that no misconduct was made out, the then Hon'ble Vigilance Committee seems to have given directions to the then Registrar Vigilance, who by an official memorandum in ROC No.365/14/VC dated 25.11.2014 was pleased to issue the following directions:

“Attention of the Principal District Judge, Theni is drawn to the letter under reference 5th cited. The Principal District Judge, Theni is hereby directed to instruct the District Munsif, Theni to follow the steps to be taken in O.S.No.80/2007 on the file of the District Munsif, Theni as given below:

Steps to be taken:

- 1) Notice to be sent from the District Munsif Court to plaintiffs / Defendants to amend the suit including prayer for declaration of title by plaintiffs.*
- 2) Necessary court fees on guideline value to be collected from Plaintiffs / defendants.*
- 3) The copy of decree to be sent to Sub-Registrar.*
- 4) If the parties do not respond to court notice, the suit has to*



C.R.P(MD)Nos.304, 305 and 306 of 2023

be dismissed and to be duly intimated to Sub-Registrar at once.

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The entire trial records in O.S.No.80/2007 on the file of District Munsif Court, Theni received on 11.10.2014, is returned herewith.”

Pursuant to this, notices were issued by the trial Court and when the matters were pending, the present applications were filed.

2.8 The trial Court considered the grounds on which the compromise decree was sought to be set aside. The trial Court held that there was absolutely no material whatsoever in the applications filed almost eight years to conclude that there was any coercion or fraud played in the matter. The trial Court found that absolutely no material whatsoever was placed that the plaintiffs were forced into a compromise. Thereafter, the trial Court found that with reference to the Court fee and the other aspects, when the High Court has directed that the parties could be directed to carry out the amendment and the Court fee should be collected and so the prayer made to recall the decree cannot be accepted. It is essential to quote the paragraph No.6, which extracted hereunder:

□அசல் வழக்கின் ஆவணங்களை பரிசீலனை செய்து பார்க்கும் போது, மாண்புமிகு சென்னை உயர்நீதிமன்ற R.O.C.No.365/2014/VC dated



C.R.P(MD)Nos.304, 305 and 306 of 2023

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25.11.2014ல் அசல் வழக்கின் தரப்பினர்களுக்கு அசல் வழக்கின் பரிகாரத்தினை பாத்திய விளம்புகை கோரி திருத்தம் செய்திட அறிவிப்பு அனுப்பவும், வழிகாட்டி மதிப்பு மீதான உரிய நீதிமன்ற முத்திரைக் கட்டணத்தை வாதிகளிடமோ, பிரதிவாதிகளிடமோ வசூல் செய்யவும், தீர்ப்பாணையின் நகலை சார்பதிவாளர் அவர்களுக்கு அனுப்பவும் வழக்கின் தரப்பினர்கள் நீதிமன்ற அறிவிப்பிற்கு செயல்படவில்லை என்றால் வழக்கை தள்ளுபடி செய்து சார்பதிவாளருக்கு உடனடியாக தகவல் தெரிவிக்குமாறு அனுப்பிய அலுவலக குறிப்பாணையை இந்த நீதிமன்றம் 02.12.2014 ல் பெறப்பட்டுள்ளது. இந்த நீதிமன்றம் உரிய நடவடிக்கை எடுத்தபின்பு மாண்புமிகு சென்னை உயர்நீதிமன்ற அலுவலக குறிப்பாணைக்கு முரண்பட்டு இந்த மனுவின் மனுதாரர்கள் அசல் வழக்கு எண்.80/2000ல் ஏற்பட்ட தீர்ப்பாணையை இல்லாநிலையது மற்றும் மீள்அழைக்க கோருவது ஏற்புடையதல்ல என்று இந்நீதிமன்றம் கருதுகிறது.□

2.9 The Trial Court, thereafter also proceeded to reject the contentions and concluded that there is no lack of technical jurisdiction and that the decree cannot be set aside for non-payment of Court fee. The Trial Court considered the primary ground of fraud and undue influence in paragraphs Nos.8 to 13 and completely disbelieved the case of the plaintiffs. The trial Court took into the fact that pursuant to the compromise, parties acted further with reference to the respective properties and proceeded



C.R.P(MD)Nos.304, 305 and 306 of 2023

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further for a long time. Even in the suit filed by the said Pradeep, the original first plaintiff has filed a counter affidavit, which was marked as Ex.P.6, wherein also, he has reaffirmed the compromise. The trial Court found that after entering a compromise in the year 2009 and after reiterating the same in the year 2013, the parties cannot go back from the same in the year 2017 and dismissed the petition. Aggrieved by the same, the present Civil Revision Petitions are filed.

2.10 When the matter came up for hearing, by an order dated 13.02.2023, my predecessor who dealt with the matter also passed an order directing the Registrar Vigilance to file a report in the matter as the memorandum of Registrar Vigilance was specifically referred to in the order of the Trial Court. Pursuant to the Order, the above memorandum issued by the then Registrar Vigilance at the instance of the then Vigilance Committee was also produced. It is further placed on record that the other materials in the file are not available and since the same has been destroyed after due orders of the committee in the year 2021.



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C. The Arguments:

3. Heard *Mr.S.Meenakshi Sundaram*, learned Senior counsel appearing on behalf of the petitioners and *Mr.J.Barathan*, learned counsel appearing on behalf of the respondents 1 to 3.

3.1 *Mr.S.Meenakshi Sundaram*, the learned Senior counsel, pointing out the compromise, would submit that when the plaintiffs were the owners of the entire property, the trial Court ought to have seen that the compromise was *ex-facie* unfair. Without considering their exclusive rights and the fact that they had a good case as per the plaint, the compromise was entered into. Therefore, when the compromise was induced by wrongful advice and by coercion, the trial Court ought to have recalled the same. He would further submit that in any event, when the suit was filed for an injunction, and the same was filed on the file of the District Munsif Court. But when the compromise decree amounts to conferring title on the plaintiffs as well as the defendants by dividing the suit properties, the same amounts to a decree for declaration and as such if the suit properties are



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valued, the Trial Court does not have pecuniary jurisdiction to pass such a decree. Therefore, in view of the provisions of the Tamil Nadu Civil Courts Act, 1873, when the Court lacks pecuniary jurisdiction, the compromise decree should be treated as null and void.

3.2 In support of his submissions, the learned Senior counsel would also rely upon the judgment of the Hon'ble Supreme Court of India in ***Kiran Singh and others Vs. Chaman Paswan and Others***¹, for the proposition that a decree passed by a Court without jurisdiction is a nullity and that its invalidity could be set up whenever and wherever it is sought to be enforced or relied upon, even at the stage of execution and even in collateral proceedings. The learned Senior counsel would further submit that the trial Court, ought to have further seen that even the necessary Court fees have not been paid and therefore, ought to have allowed the applications.

3.3 Per contra, *Mr.J.Barathan*, the learned counsel appearing on behalf of respondents 1 to 3 would submit that it can be seen that even as

¹ AIR 1954 SC 340(1)



C.R.P(MD)Nos.304, 305 and 306 of 2023

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per the lease agreement and even as per the pleadings of the parties, tenancy was in respect of the vacant land and the defendants had put up superstructures over the vacant land and were carrying on the business. Had the plaintiffs filed suit for ejectment, they were entitled to file an application under Section 9 of the Tamil Nadu City Tenants Protection Act, 1921, compelling the plaintiff to sell the property to themselves. Only to avoid the same, the suit with a cleverly drafted prayer for mandatory injunction etc., was filed. Even if the suit was decreed as prayed for, it could not have taken the plaintiffs anywhere.

3.4 Considering the overall situation and considering the claim of adverse possession by the defendants, the parties have divided the properties. Based on the compromise, the defendants surrendered possession along with their superstructure which was in their enjoyment, to the plaintiffs pursuant to the compromise decree. They had even further dealt with the properties. The revenue records stood mutated with reference to schedule A and schedule B properties as per the compromise decree. Thereafter, the parties were peacefully enjoying their respective shares and



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were dealing with their properties, until the grandson of the first plaintiff, who also happened to be the son of a judicial officer, started intervening and he unnecessarily sent petitions that the presiding officer passed the compromise decree by getting illegal gratification. He also filed a suit and thereafter, the present applications were filed. According to the learned counsel, the application lacks merits and even the directions of the High Court on the administrative side are unsustainable. The grounds raised in the applications are absolutely unsustainable.

D. The Questions:

4. I have considered the rival submissions made on either side and perused the material records of the case. The following questions arise for consideration in this case:

(I) Whether the compromise decree is liable to be set aside due to undue influence, fraud and coercion?

(II) Whether the plaint has to be amended for the purpose of recording the compromise decree?

(III) Whether the Court should have pecuniary jurisdiction



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with reference to the terms of compromise recorded?

(IV) Whether the plaintiff is liable to pay an additional Court

Fee on the basis of the terms of the compromise arrived at?

E. Question No. 1 :

5.The manner of passing compromise decree is expressly dealt with by the Code of Civil Procedure under Order XXIII Rule 3 and 3(a) are extracted hereunder for ready reference:

“3.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 to 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 [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



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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.]

[3A - Bar to suit.-No suit shall lie to set aside a decree on the ground that the compromise on which the decree is based was not lawful.]

(emphasis supplied)

5.1 Thus it may be clear from a plain reading of the rule itself that the Court can record a compromise and pass a decree in accordance with the compromise 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. In the instant case, it relates to the parties to the suit and not by any third party. Only the third party present in the form of a fourth defendant was given up. The compromise decree was passed after duly examining the parties.

5.2 Once, the decree is passed in the manner known to law, it would be binding on the parties unless it is set aside by the same Court as per



C.R.P(MD)Nos.304, 305 and 306 of 2023

Order XXIII Rule 3 & 3A. Even, though the present applications are filed by quoting various other provisions of law, in this case, the question would be whether the petitioners have made out a case for setting aside the compromise decree. The burden of proving that it was unlawful is on the party who wants to set aside and unless the party puts forth strong and cogent reasons supported by evidence Courts will not ordinarily set aside a compromise.

5.3 In this case, except for the *ipse dixit* of the petitioners, absolutely no iota of material was placed before the trial Court to even point out the nature of coercion or how their own counsel had misled them. The novel prayer made in the suit was extracted above. This Court can read between the lines that the plaintiffs stopped short of praying for ejectment because of the right of the defendants, who were the tenants in respect of the vacant land having put up the superstructure to file an application under Section 9 of the Tamil Nadu City Tenants and Protection Act, 1921. This apart on a proper perusal of the plaint, written statement, and the memorandum of compromise entered into between the parties, it can never be termed as



C.R.P(MD)Nos.304, 305 and 306 of 2023

grossly unfair or being entered into by undue influence or coercion. Both parties went for the amicable resolution of the disputes and have since been in their enjoyment of the respective shares as per the compromise decree. Therefore, it is only an afterthought for the plaintiffs to have raised the issue.

5.4 The trial Court has considered in detail that the compromise happened in the year 2009 and even in the year 2013, the compromise was reiterated and the applications were filed in the year 2017 attempting to wriggle out from the compromise. A party to the compromise after recording it correctly, cannot belatedly attempt to wriggle out of the compromise. It would be the solemn duty of the Court as well as everyone, to give effect to such a compromise and on the mere argument of the plaintiff he cannot be permitted to go back from the same. Therefore, absolutely no ground exists on merits to set aside the compromise as unlawful and accordingly this question is answered.

F. Question No. 2:

6. A plain reading of Order XXIII Rule 3 does not mandate amending



the plaint. The only requirement is that the terms of the compromise should be lawful and should relate to the parties. Under Order VI Rule 17, the amendment of plaint can be made if only it is necessary for the purpose of determining the controversy between the parties. While recording the compromise, the Court does not decide the controversy but merely accepts what the parties have agreed between themselves . This position of law has long been settled by the Hon'ble Supreme Court of India in ***Pulavarthi Venkata Subba Rao Vs. Valluri Jagannadha Rao (deceased) by his heirs***² and it is essential to extract the following passage:

“10.....The compromise decree was not a decision by the Court. It was the acceptance by the Court of something to which the parties had agreed. It has been said that a compromise decree merely sets the seal of the court on the agreement of the parties. The Court did not decide anything. Nor can it be said that a decision of the Court, was implicit in it.”

(emphasis supplied)

6.1 Therefore, there is no necessity to amend the plaint to record a memorandum of compromise and accordingly the question is answered.

2 AIR 1967 SC 591



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G. Question No. 3 :

7. It is the petitioner/plaintiff who filed the suit and there is no dispute that the Court had pecuniary jurisdiction. A careful reading of Section 15 and 21(2) of the Code, it would be clear that it is with reference to the filing of the suit and even objection regarding the same has to be taken at the earliest. Even under Section 12 of The Tamilnadu Civil Courts Act, 1873, it can be seen that the pecuniary jurisdiction is concerning 'cognisance'. Subsequent changes in the value of the suit for various reasons cannot divest the jurisdiction of the Court. Recording of compromise is one such factor. Therefore, the change in value of the suit will not fetter the jurisdiction of the Court. As stated supra, in recording the compromise, it has to be borne in mind that the Court does not decide the matter but only accepts the agreement between parties.

7.1 This very question about pecuniary jurisdiction as far as the recording of compromise was considered by the Calcutta High Court in



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Gosto Behari Pramanik -Vs- Malati Sen and Others³ and paragraph 11 reads as follows :

“11. The principle of waiver regarding territorial jurisdiction had statutory recognition in old Section 21, Civil P.C., and such recognition has now been extended to pecuniary jurisdiction as well by insertion of new Sub-section (2) to Section 21 by Amendment Act 104 of 1976. Even before such amendment it was held by different High Courts that pecuniary jurisdiction stood on the same footing as territorial jurisdiction. Therefore, want of territorial or pecuniary jurisdiction, if any, is an irregularity and does not make a decree a nullity. A decree based on compromise between the parties to a suit is not void or a nullity merely because it involves an amount which exceeds the pecuniary limits of jurisdiction of the Court that passed it.”

(emphasis supplied)

7.2 The above ratio is followed by the Andhra Pradesh High Court in **Kohday Engineering Ltd. Vs. Bharat Dynamics Ltd. and Ors⁴**.

7.3 Therefore, firstly, there was no question of consideration of pecuniary jurisdiction for the purpose of recording compromise. Courts can record compromises unfettered by their pecuniary limits so long as the

³ AIR 1985 CAL 379

⁴ 1993 (2) ALT 432



compromise relates to the parties to the Suit. Further, such allegations of lack thereof, will not in any event affect the validity of the decree passed.

Accordingly, the question is answered.

H. Question No. 4:

8. The Tamil Nadu Court Fees and Suits Valuation Act, 1955, requires Court fee to be paid at the time of filing of the suit based on the reliefs that are prayed for. A reading of Section 6 of the act, it would be clear that it is the plaint that is chargeable with a fee based on the reliefs prayed for. As a matter of fact, Section 4 prohibits receiving any document by any Court if only the act prescribes a fee and the said fee is not paid. There is no provision to claim additional Court fees based on the relief granted in the decree. More specifically, the act only has provisions relating to refunds and remissions.

8.1 Section 69 provides for a refund of the Court fee if the matter is settled out of court before the recording of evidence. Section 69-A mandates that the full court fee is to be refunded even at the time of referring the parties to the suit to any modes of settlement of disputes under Section 89.



C.R.P(MD)Nos.304, 305 and 306 of 2023

Thus, it can be seen that the policy of the law itself is to encourage amicable settlements between the parties even by refunding the Court fees already paid. After considering the fact that Section 69-A envisages refund of Court Fee even while referring the matter to ADR methods, this Court taken a view that the benefit should be granted even to the parties who settle their matter on their own. An appeal was preferred to the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India, in ***High Court of Judicature at Madras -Vs- M.C. Subramaniam and others***⁵ upheld the view and it is essential to extract paragraph 23 which reads as follows :

“23. We find ourselves in agreement with the approach taken by the High Courts in the decisions stated supra. The purpose of Section 69-A is to reward parties who have chosen to withdraw their litigations in favour of more conciliatory dispute settlement mechanisms, thus saving the time and resources of the Court, by enabling them to claim refund of the court fees deposited by them. Such refund of court fee, though it may not be connected to the substance of the dispute between the parties, is certainly an ancillary economic incentive for pushing them towards exploring alternative methods of dispute settlement. As the Karnataka High Court has rightly observed in Kamalamma[Kamalammav.Honnali

5 2021 3 SCC 560



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Taluk Agricultural Produce Coop. Mktg. Society Ltd., 2009 SCC OnLine Kar 744 : (2010) 1 AIR Kant R 279] , the parties who have agreed to settle their disputes without requiring judicial intervention under Section 89 CPC are even more deserving of this benefit. This is because by choosing to resolve their claims themselves, they have saved the State of the logistical hassle of arranging for a third-party institution to settle the dispute. Though arbitration and mediation are certainly salutary dispute resolution mechanisms, we also find that the importance of private amicable negotiation between the parties cannot be understated. In our view, there is no justifiable reason why Section 69-A should only incentivise the methods of out-of-court settlement stated in Section 89 CPC and afford step-brotherly treatment to other methods availed of by the parties.

(emphasis supplied)

8.2 Though, the amended Section 69-A, was not there when the present compromise was recorded, the march of law can be understood by the above Judgment of the Hon'ble Supreme Court. When parties settle their disputes by way of compromise, they have to be encouraged and incentivised. The welfare state is more and more interested in providing recourse to Courts as a service. While implementing the mandate under the Legal Services Authorities Act, 1987, the State of Tamilnadu inserted



C.R.P(MD)Nos.304, 305 and 306 of 2023

Section 69-A thereby refunding full Court fee not only to settlements in Lok Adalat but to all forms of ADR methods. Thereafter, once again 69-A was replaced by the present section, whereby now it is mandated to refund the Court Fee even while referring the matter to ADR methods. By virtue of the above Judgement, now for every litigant who settle their disputes the full court fee which paid has to be refunded.

8.3 Therefore, when the Court fee was originally paid in accordance with the provisions, there is no provision under the act requiring payment of an additional court fee upon recording the compromise. Accordingly, the question is answered.

9. An argument was also made regarding the Stamp Act and Registration. Registration of the Decree and payment of stamp duty is totally a different question and has nothing to do with the passing of compromise decree or considering the application for recalling the decree passed in an application under Order XXIII Rule 3A.



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10. Apart from the party raising it, the then Hon'ble Vigilance Committee on the administrative side has chosen to give directions to the Trial Court to pass orders in the specified manner. When a frivolous complaint was made as if the Judicial Officer obtained illegal gratification in recording the compromise and when it was found that there was no material for the same, and when the complaint against the judicial officer was being closed, the Vigilance Committee could have done better to avoid the directions. The directions given are also not in tune with the position of law.

11. The trial Court decided the matter in accordance with law and duly passed the Compromise Decree. Again, when the present applications were decided, the complaint against the erstwhile Presiding Officer, the directions on the administrative side, etc., did not deter the Trial Court from the path of Justice and in the facts and circumstances of the case the Order is commendable.



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12. When the parties on their own volition enter into compromise, and when such lawful agreements are reached, the approach of the Court should be to lean in favour of lawfully recording such compromises and thereafter ensure that parties honour such compromise decrees and would not refuse to record or invalidate such compromises on mere technicalities as the primary role of the Courts is to resolve the conflicts. It is relevant to quote *Gandhiji*, the Father of Our Nation, here :

“I realized the true function of a lawyer was to unite parties riven asunder. The lesson was so indelibly burnt into me that a large part of my time during the twenty years of my practice as a lawyer was occupied in bringing about private compromises of hundreds of cases. I lost nothing thereby -- not even money, certainly not my soul.”

I. The Result:

13. In view thereof, I find that these civil revision petitions lack merits. In view of the belated attempt made by the petitioners to wriggle out of a lawful compromise, entered into between the parties I am inclined to



C.R.P(MD)Nos.304, 305 and 306 of 2023

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impose a cost of Rs.2,000/- payable to the respondents by the petitioners.

14.1 In view thereof, these Civil Revision Petitions are dismissed with a cost of Rs.2,000/-.

23.08.2024

NCC : Yes
sji

To

The District Munsif Court, Theni.



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C.R.P(MD)Nos.304, 305 and 306 of 2023

D.BHARATHA CHAKRAVARTHY,J.

sjj

**PRE-DELIVERY ORDER MADE IN
C.R.P(MD)Nos.304, 305 and 306 of 2023**

23.08.2024