

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.92 of 2021

Vijay Kumar @ Jagarnath Prasad Son of Late Raghunath Prasad Resident of Mohalla-Musallahpur, P.O.-Mahendru, P.S.-Kadamkuan, District-Patna.

... .. Petitioner/s

Versus

1. Smt. Seema Devi Wife of Sri Vinod Kumar Yadav Resident of Mohalla-Musallahpur, P.O.-Mahendru, P.S.-Kadamkuan, District-Patna.
2. Vinod Kumar Yadav Son of Late Ram Prit Singh Yadav , Resident of Mohalla-Musallahpur, P.O.-Mahendru, P.S.-Kadamkuan, District-Patna.
3. Smt. Meera Devi Wife of Sri Naresh Kumar Resident of Village Giriyak Bazar, P.S. and P.O.-Giriyak, District-Nalanda, at Present Resident of Mohalla-Musallahpur, P.O.-Mahendru, P.S.-Kadamkuan, District-Patna.
4. Naresh Kumar Son of Late Sita Prasad Resident of Village Giriyak Bazar, P.S. and P.O.-Giriyak, District-Nalanda, at Present Resident of Mohalla-Musallahpur, P.O.-Mahendru, P.S.-Kadamkuan, District-Patna.
5. Smt. Mamta Devi Wife of Sri Arvind Kumar Resident of Village Giriyak Bazar, P.S. and P.O.-Giriyak, District-Nalanda, at Present Resident of Mohalla-Musallahpur, P.O.-Mahendru, P.S.-Kadamkuan, District-Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Naresh Chandra Verma
For the Respondent/s : Mr.Bam Bahadur Jha

CORAM: HONOURABLE MR. JUSTICE S. B. PD. SINGH
ORAL ORDER

7 17-11-2025 Heard learned counsel for the petitioner as well as learned counsel for the respondent.

2. The present Civil Miscellaneous application has been filed on behalf of the petitioner for quashing the order dated 21.02.2020 passed by learned Sub-Judge-VII, Patna in Title Suit No. 629 of 2012 by which the petition filed by the petitioner for rejection of the compromise petition dated 03.09.2014 has been rejected.



3. Learned counsel for the petitioner submits that petitioner is plaintiff in Title Suit No. 629 of 2012 and at the initial stage before framing of issue both the parties entered into an agreement but subsequently the plaintiff refused to the terms and condition of agreement and now he wants to contest and get the aforesaid suit decided on merit.

4. Learned counsel for the respondent/defendant submits that compromise petition was duly signed by both the parties and in terms of compromise, he has already paid an amount of Rs. 6,98,000/- (six lakh Ninty Eight Thousand) to the plaintiff/petitioner through cheque which has been encashed and amount ha been credited in the account of petitioner/plaintiff.

5. The provision for compromise in a suit has been described in Order XXIII Rule 3 and the same reads as under:-

*“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 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 [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.]”

From bare perusal of aforesaid provision, it clearly transpires that if the suit is not going to be decided on the basis of compromise, the Court shall decide the matter on merit but no adjournment shall be granted for the purpose of deciding the question. In this case, plaintiff being *dominus litis*, is not willing to get his case disposed of on the basis of compromise, rather he wants to get his case/suit decided on the merit after taking evidence of both the parties. No evidence of either party has been recorded on the basis of compromise petition. Meanwhile, the plaintiff objected the terms of compromise petition.

6. Keeping in view the aforesaid facts and legal provision, the impugned order dated 21.01.2020 is set aside and



the petitioner is directed to return the said amount i.e. Rs. 6,98,000/- (six lakh Ninty Eight Thousand) which he has taken from the defendant/respondent. Further, learned Trial Court is requested to dispose of this case on merit at the earliest and both parties are also directed to diligently co-operate in the trial.

7. Accordingly, the instant application stands disposed of.

(S. B. Pd. Singh, J)

Ankit Kumar/-

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