



IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
BENCH AT AURANGABAD.

968 WRIT PETITION NO. 9407 OF 2022

VINOD EKNATHRAO INGLE AND OTHERS
VERSUS
ANIL KRUSHNARAO PANGARKAR AND OTHERS

...
Advocate for the Petitioner : Mr. Patil Swapnil S.

Advocate for Respondent nos.1 to 5 : Mr. Salunke Vasant Digambarrao

...

CORAM : ROHIT W. JOSHI, J.

DATED : 18th June, 2025

PER COURT :

1. The present petition is filed in order to challenge the compromise award arrived at between respondent nos.1 to 4 before the Lokadalat on 12.03.2022 while Regular Civil Suit No. 148/2012 filed by respondent no.1 against respondent nos.2 to 4 and petitioner no.1 was pending. The said compromise has culminated into compromise decree dated 12.03.2022.

2. Admittedly, the petitioner, who is party to the said suit as defendant no.3 is not signatory to the compromise terms. Clause 8 of the compromise terms, which has culminated into compromise decree provides that the parties will file a fresh suit for cancellation of sale deed executed by defendant no.1 in favour of present petitioner - defendant no.3. Perusal of the compromise terms will indicate that the parties, who were signatories to the compromise, had agreed that the

suit will be withdrawn against the present petitioner (defendant no.3) and a fresh suit will be filed against him. Apart from this, the terms of settlement will demonstrate that the properties of the family are *inter-se* distributed/partitioned between themselves. It needs to be mentioned that the properties mentioned in the compromise terms were owned by one Krushnarao, who is survived by his wife, two sons and five daughters. Two sons, wife, wife of one of the sons and present petitioner are parties to the said suit. The daughters are not parties to the said suit.

3. The learned counsel for the petitioner contends that the compromise decree is passed in utter disregard to relevant statutory provisions. He contends that unless all the parties to the suit come together, the compromise decree could not have been passed. He, therefore, contends that the compromise decree is liable to be quashed.

4. Per-contra, the learned counsel for the respondent contends that admittedly the petitioner/defendant no.3 is not a party to the compromise, and therefore, due care and caution was taken to ensure that his alleged rights were not affected by the compromise. He states that it was agreed between the parties that the suit will be withdrawn against defendant no.3/petitioner since he was not party to compromise. He contends that the compromise is not an outcome of

fraud, and therefore, it should be sustained. He further contends that rights of petitioner/defendant no.3 are no way adversely affected by way of compromise terms which had culminated into compromise decree.

5. Perusal of the compromise terms will demonstrate that the compromise terms clearly provide that suit will be withdrawn unconditionally against defendant no.3/petitioner. The compromise terms further record in clause 8 that the parties will file a fresh suit for cancellation of sale deeds against the petitioner - defendant no.3 and once decree for cancellation of sale deed is passed, the defendant nos.1 and 2 will become co-owners of the suit property sold to petitioner/defendant no.3, each having half share in the suit property. Perusal of the compromise terms will demonstrate that decisions are taken with respect to partition of property earlier owned by Krushnarao. Compromise is arrived at on 12.03.2022. Daughters of Krushnarao, who are his class-I legal heirs and also coparceners by virtue of Hindu Succession (Amendment) Act, 2005 are not parties to the compromise.

6. In view of the aforesaid, the terms of compromise and resultant compromise decree will neither be binding on the petitioner/defendant no.3 nor it shall be binding on five daughters of

Krushnaraao, who are not parties to the civil suit and also not signatories to the compromise terms.

7. Shri V.D. Salunke, learned advocate for the respondents contends that the rights of the petitioner/defendant no.3 are not adversely affected and other parties to the suit are standing by the compromise, and therefore, the compromise decree should not be disturbed.

8. A perusal of Order XXIII Rule 3 of Code of Civil Procedure will demonstrate that a court can pass a compromise decree when it is proved to its satisfaction that subject matter of suit is compromised wholly or in part by any lawful agreement or compromise by the parties. It will be pertinent to mention that although the compromise may be with respect to entire subject matter of the suit or a part thereof, the agreement or compromise must be between all the parties. Undisputedly, the present petitioner, who is defendant no.3, is not a party to the agreement on the basis of which compromise decree is passed. The compromise decree is thus not passed in accordance with Order XXIII Rule 3 of the CPC.

9. Having regard to the nature of compromise decree, in my considered opinion, it was necessary to have concurrence of the

petitioner/defendant no.3 and all five daughters of Krushnarao in arriving at settlement. The compromise decree will not be binding on the defendant no.3/petitioner and daughters of Krushnarao. It must also be stated that any decision with respect to partition or arrangement with respect to any property will be meaningless without concurrence of other co-owners. Compromise decree, is therefore, a meaningless document. Possibility of compromise decree being misused for mutation purpose and to create third party interests to the detriment of the co-owners, cannot be ruled out. Therefore, it will be expedient in the interest of justice that the compromise decree is quashed.

10. In view of the above, the following order is passed :-

ORDER

- (i) The petition is allowed.
- (ii) The decree dated 12.03.2022 passed by learned Lok Adalat in terms of compromise dated 12.03.2022 in Regular Civil Suit No.148/2012 is quashed and set aside. Regular Civil Suit No.148/2012 is restored to the file of the learned 3rd Joint Civil Judge, Junior Division, Jalna.
- (iii) Pending suit for partition will be adjudicated on merits in accordance with law.

(iv) No orders as to costs.

[ROHIT W. JOSHI]
JUDGE

sga/