

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****282****CR-421-2022 (O&M)****Date of Decision : 03.07.2025**

Meena Yadav and Another

....Petitioners

VERSUS

Deepa Yadav

....Respondent

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Sumeet Mahajan, Senior Advocate with
Mr. Shrey Sachdeva, Advocate and
Ms. Shruti Singla, Advocate for the petitioners.

Mr. Aman Pal, Advocate and

Ms. Neha Rani, Advocate for the respondent.

ALKA SARIN, J. (Oral)

1. Present revision petition has been filed under Article 227 of the Constitution of India challenging the order dated 31.01.2022 passed by Additional Civil Judge (Junior Division), Gurugram dismissing the application filed by the defendant Nos.1 and 2-petitioners herein for withdrawing the statement and consent given in a compromise dated 07.07.2021 entered into in a Civil Suit No.2747 of 2020 dated 02.12.2020.

2. The brief facts relevant to the present *lis* are that in December 2020 the plaintiff-respondent herein filed a suit for declaration and injunction wherein the following prayers were made :

- i. That the plaintiff is lawful owner in possession of the property detailed in paragraph number 3 of the plaint that Khasra no.85/2 to the extent of her share.*

ii. That the plaintiff is lawful owner in possession of the property detailed in paragraph number 5 and 23 of the plaint that is the commercial units mentioned therein.

iii. That the plaintiff is lawful owner in possession of the property detailed in paragraph number 6 of the plaint that is khasra No.309 to the extent of her share.

iv. That the plaintiff is lawful owner in possession of the property detailed in paragraph number 7 of the plaint that is land of village Binola.

v. That the substitution documents regarding to properties of DLF city court, the transfer deeds dated 24.06.2015, 12.12.2014 and 10.04.2015 are illegal void documents which a result of undue influence and coercion and are not binding upon the right title and interest of the plaintiff with regard to the properties subject matter of these documents.

A decree for permanent injunction be also passed restraining the defendants from alienating the properties detailed in paragraph number 3,5,6,7 and 23 of the plaint.

A decree for permanent injunction be also passed restraining the defendants from interfering in the rights of the plaintiff to derive rentals from the properties

located in DIF city court detailed in paragraph number 5 and 23 and 19 of the plaint.

A decree for permanent injunction be also passed restraining the defendants from interfering in the possession of the plaintiff with regard to the properties detailed in paragraph number 3, 5, 6, 7 of the plaint. If deemed proper by this honourable court then it decree for possession of these properties be also passed in favour of the plaintiff if at the time of merits the honourable court holds that legally to so required.

A decree for declaration be passed to the effect that plaintiff is lawful owner in possession of the property bearing number A- 3/1, DLF - 2, Gurugram or in the alternative a decree for recovery of rupees 93,00,000/-.

3. On 21.06.2021 an FIR was got registered by the plaintiff-respondent against the defendant Nos.1 and 2-petitioners herein. On 07.07.2021 a compromise was entered into between the parties and a statement was also recorded to this effect. Before any order could be passed on the basis of the compromise, an application was filed on behalf of the defendant Nos.1 and 2-petitioners herein to withdraw the statement given before the Court and the consent in the compromise dated 07.07.2021. The said application was dismissed vide the impugned order dated 31.01.2022. Hence, the present revision petition.

4. Learned senior counsel for the defendant Nos.1 and 2-petitioners herein would contend that before an order is passed by the Court on the basis of the compromise, the defendant Nos.1 and 2-petitioners herein would always be at liberty to withdraw their consent. In support of his contention, learned counsel for the defendant Nos.1 and 2-petitioners herein has relied upon a judgment of this Court in the case of **Mange Ram vs. Sube Singh and Others [2006 (1) RCR (Civil) 765]**.

5. *Per contra* learned counsel for the plaintiff-respondent has relied upon a judgment of the Hon'ble Supreme Court in the case of **R. Rajanna vs. S.R. Venkataswamy and Others [2015 (1) RCR (Civil) 96]**. Learned counsel for the plaintiff-respondent has contended that a decree passed on the basis of a compromise can only be challenged in the same Court and the Court can set aside the compromise only after holding an enquiry. It is further the contention that once allegations of fraud have been made qua the compromise, the same have to be proved in accordance with law.

6. Heard.

7. In the present case the parties had entered into a compromise and their respective statements were also recorded. However, before the order could be passed and the suit could be decreed in terms of the compromise, an application was filed by the defendant Nos.1 and 2-petitioners herein for withdrawal of their statements and for withdrawal of their consent for the compromise. The reliance placed by learned counsel for the plaintiff-respondent on the case of **R. Rajanna (supra)** is wholly

misplaced. The said judgment deals with a case where a decree had already been passed on the basis of a compromise. There can be no dispute with the proposition of law laid down in the case of **R. Rajanna** (*supra*), however, the said case would have no applicability to the facts of the present case inasmuch as there is no decree which was passed and it was prior to the suit being decreed in terms of the compromise that an application was filed by the defendant Nos.1 and 2-petitioners herein for withdrawal of their statements qua the compromise. The second argument of learned counsel for the plaintiff-respondent is that once allegations of fraud have been made qua the compromise, the same have to be proved in accordance with law. The said argument is noticed only to be rejected. The allegations of fraud when made in a suit are to be proved in accordance with law. In the present case the defendant Nos.1 and 2-petitioners herein had entered into a compromise and later filed an application for withdrawal of their consent therefor on the ground that a fraud has been committed upon them. In such a scenario, when the defendant Nos.1 and 2-petitioners herein are well within their rights to withdraw their consent for the compromise prior to the final decree being passed on the basis of compromise, there would be no requirement to further go into the allegations of fraud made by them. Compromise is a voluntary process which is entered into by both the parties and the Court cannot impose the same on a party. Before an order is passed disposing off the matter on the basis of a compromise, either of the parties i.e. the plaintiff or the defendant is well within their rights to withdraw their consent and a party cannot be compelled to enter into a compromise only because a statement in

this regard had been made. It is a different matter if a suit had been decreed on the basis of a compromise, then in that case the provisions of Order XXIII Rules 3 and 3A of the Code of Civil Procedure, 1908 would become applicable. Learned counsel for the plaintiff-respondent has not been able to point out to a single judgment to show that the consent once given cannot be withdrawn prior to the passing of the final decree in the suit in terms of the compromise.

8. In view of the above, the present revision petition is allowed and the impugned order dated 31.01.2022 stands aside. The Trial Court shall proceed with the civil suit in accordance with law.

9. Disposed off in the above terms. Pending applications, if any, also stand disposed off.

(ALKA SARIN)
JUDGE

03.07.2025

jk

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO