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(G. C. Mital. J.)

roster points are the seniority points in respect of members of the Scheduled Castes, Scheduled Tribes and Backward Classes. The petitioners have questioned the validity of fixation of seniority in Annexure P.4 dated November 29, 1988, as being violative of certain instructions. In the written statement filed by the Government, in CWP No. 10952/88 it is stated that the petitioners have filed their representation against the fixation of third respondent's seniority over the petitioners and that is under consideration. In view of the statement that the Government is considering the question of seniority, learned counsel for the petitioners did not raise any further dispute and wanted to await the result Government's decision on the petitioner's representation. Therefore, with a direction to the Government to dispose of their representation on merits within a period of three weeks this writ petition is dismissed.

For the foregoing reasons, there are no merits in any of these writ petitions and all of them are dismissed, but there will be no order as to costs.

S.C.K.

Before : G. C. Mital and A. L. Bahri, JJ.

GURDEV KAUR AND ANOTHER,—Appellants.

versus

MEHAR SINGH AND OTHERS,—Respondents.

Regular Second Appeal No. 2061 of 1987.

July 28, 1988.

Indian Registration Act (XVI of 1908)—S. 17(2) (vi)—Compromise decree regarding immoveable property—Value of such property more than Rs. 100—Title in such property created for the first time in decree—Such decree—Whether requires registration—Compromise decree challenged in subsequent suit—Grounds for such challenge—Stated.

Held, that a compromise or consent decree does not require registration even if it creates title in respect of immoveable property of the value of Rs. 100 or more provided it is subject matter of the suit.

Even if title is created in favour of the decree-holder for the first time in the decree whether with or without consideration.

(Paras 21 and 27)

Held, that a compromise or consent decree can be got set aside on one of the grounds on which a contract can be set aside, namely, if obtained by 'fraud; 'mis-representation', or 'coercion', with an additional ground in favour of the minors or persons of un-sound mind, if they are able to prove that the next friend or the guardian, who acted on their behalf, was negligent in conducting the proceedings. If none of these grounds is established, the Courts in a subsequent suit will have no jurisdiction to go behind the consent decree to find out whether the facts stated in the plaint, which culminated into compromise decree were right or wrong.

(Para 27).

1. Ranbir Singh v. Shri Chand 1984 P.L.J. 562.
2. Nachhittar Singh v. Jagir Kaur A.I.R. 1986 Pb. & Hy. 197.
(overruled)
3. Rakhmbai Ram Krishna Jadwar A.I.R. 1981 Bom 52.
(Dissented)

Regular Second Appeal from the decree of the Court of Addl. District Judge, Faridkot dated the 3rd day of February, 1987, reversing that of the Sub Judge 1st Class, Moga, dated the 15th January, 1985, and dismissing the suit filed by the plaintiffs, with costs throughout.

K. C. Puri, Advocate for the appellants.

Ashok Bhan, Sr. Advocate with Puneet Jindal, Advocate, for the respondents.

JUDGMENT

Gokal Chand Mital, J.

(1) Twin questions of law, namely, whether a compromise or consent decree regarding immoveable property of the value of Rs. 100 or more, which is subject matter of the suit, would require registration or not; and whether such a decree can be re-opened in a subsequent suit by going behind the decree, re-opening all the facts even if it is proved that the decree was not obtained by fraud, coercion or mis-representation, that is, the grounds on which a contract can be avoided, arise in this appeal, which has been admitted to Division Bench for determination in view of the conflict of opinion between the Single Bench decisions of this Court.

(2) In order to appreciate the two legal points, the facts may be briefly stated;

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(3) On 19th October, 1967, Bur Singh and Kapur Singh obtained a compromise decree against their brother Rur Singh for possession of 110 Kanals 14 Marlas of land. In the plaint filed by Bur Singh and Kapur Singh, it was pleaded that Rur Singh had gifted the land to them 10/12 years ago and a week before the filing of the suit illegally took back the possession hence the suit for possession was filed. A written compromise deed was filed before the Court in which Rur Singh agreed that the land belonged to the plaintiffs and the suit be decreed.

(4) Rur Singh died on 8th July, 1982 and on 26th August, 1982 his two daughters Gurdev Kaur and Mehar Kaur filed a suit to avoid the compromise decree dated 19th October, 1967 on the plea that it was obtained by undue influence; their father had not made any gift as was pleaded in the earlier suit; and they were the next heirs to succeed to their father.

(5) The suit was contested and it was pleaded that Rur Singh had signed compromise deed and had made statement in the Court duly signed by him, wherein he admitted their claim and prayed that the suit be decreed. On the basis of the written compromise and the statement made by Rur Singh, the suit for possession was decreed and they became owners of the suit land.

(6) The trial Court decreed the suit after observing that the consent decree was suspicious as gift pleaded was not proved and the plea of gift was a fraud played on the Court.

(7) On defendants' appeal, the learned Additional District Judge relied upon the compromise deed, Exhibit D3 and the judgment based on the compromise Exhibit D4 and keeping in view the decision in *Shankar Sitaram Sontakke v. Balkrishna Sitaram Santakke* (1), *Bishan Deo Narain v. Seogeni Rai* (2), and my judgment in *Harpal Singh v. Ram Piari* (3), came to the conclusion that since no fraud, mis-representation or coercion was proved, the compromise decree was binding on Rur Singh and his daughters and it could not be reopened in the suit. It was also concluded that the compromise was effected in October, 1967 and Rur Singh died in July, 1982, and during

(1) A.I.R. 1954 S.C. 362.

(2) A.I.R. 1951 S.C. 280.

(3) 1981 P.L.J. 492.

this long period of 14/15 years, he did not challenge the compromise decree; thus it was binding on his daughters and in any event the title of the defendants matured in ownership by adverse possession. As a result, the appeal was allowed and the suit was dismissed, which led to the filing of the second appeal.

(8) Shri K. C. Puri, Advocate, appearing for the appellants, has fairly admitted on the basis of pleadings and evidence on record that fraud, mis-presentation or coercion in obtaining the consent decree is not established. All the same, he has argued both the points, as noticed in the opening part of the judgment. We advert to these points one by one.

(9) Shri K. C. Puri, Advocate, has argued that even if the consent decree was not obtained by fraud, mis-representation or coercion, since it was not registered, it could not be received in evidence. If it is not received in evidence, the defendants had no title in the property and the suit is to be decreed. Therefore, it has to be seen as to whether the compromise or consent decree requires registration.

(10) In order to decide this matter and to resolve difference of opinion between the Single Benches of this Court, we will have to trace the history. Section 17 of the Indian Registration Act, 1908 (for short 'the Act'), as it stood at that time, came up for consideration before the Privy Council in *Rani Hemanta Kumari Debi and Midanpur Zamindari Company, Ltd.* (4) Section 17(2) (vi) which came up for consideration before the Privy Council was as follows :

"17(2) Nothing in clauses (b) and (c) of sub section (1) applies to :—

17(2)(vi) : Any decree or order of a Court and any award."

The compromise decree, which was subject matter of consideration before the Privy Council, included the properties which were subject matter of the suit as also the properties which were beyond the suit. The question arose, whether the compromise in regard to the properties which were beyond the scope of the suit, required registration or not. Privy Council answered the question in the following terms :

"Turning now to the Indian Registration Act of 1908, and considering the meaning of the word "decree" in S. 17,

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sub. s2(vi), this must be read in connection with the purpose of the statute, which is to provide a method of public registration of documents, and there is, therefore, no reason why a limit should be imposed upon the meaning of the word so as to confine it to the operative portion only of a decree.”

After the aforesaid decision in *Rani Hemanta Kumari Debi's case* (supra), by Transfer of Property (Amendment) Supplementary Act, 1929 (for short '1929 Act'), amendment was made in Section 17(2)(vi) of the Registration Act, and the result of the amendment was while the consent or compromise decrees, which related to the subject matter of the suit remained immune from registration, the compromise decree, which incorporated matters beyond the scope of the suit, required registration. This would be clear from the provision, as it stands today :

“17(2)(vi) any decree or order of a Court except a decree or order expressed to be made on a compromise and comprising immoveable property other than that which is the subject-matter of the suit or proceeding.”

By amendment, the effect of the Privy Council judgment in regard to the properties beyond the scope of the suit not requiring registration was taken away.

(11) The aforesaid provision shows that the consent or compromise decrees, which related to the subject matter of the suit never required registration. Shri K. C. Puri, Advocate, was fair enough to concede this proposition of law, although other lawyers appearing in the other connected cases challenged the proposition in view of the decision of S. P. Goyal, J. in *Ranbir Singh v. Shri Chand* (5), and J. V. Gupta, J. in *Nachhittar Singh v. Smt. Jagir Kaur* (6) and *Sumintabai Ramkrishna Jadhev v Rakhmabai Ramkrishna Jadhav* (7), which supported them. Section 17(2)(vi) of the Act provides for exception from registration of the compromise decrees or orders, comprising immoveable property, which is subject matter of the suit or proceedings and no argument by any other counsel was raised for taking a contrary view on a reading of the Statute.

(5) 1984 P.L.J. 562.

(6) A.I.R. 1986 Pb. & Hy. 197.

(7) A.I.R. 1981 Bom. 52.

(12) Now we advert to the precedents. In the following judgments of different High Courts, it has been held that the compromise decrees relating to the property which is subject matter of the suit does not require registration :—

(1) *Luxmi Narain Kapoor v. Radhey Mohan Kapoor* (8).

(2) *Surja Kumar Das v. Smt. Maya Dutta* (9) (D.B.)

(3) *C. Mutharel Pillai v. Hazarath Syed Shah Mian Sakkab Sahib Kidhiri Thaikal represented by trustee Syed Ismath Batcha Saheb* (10).

(4) *Rautmal Baid Oswal v. Rameshwar Lal Somani* (11). (D.B.)

(5) *Sudhir Chandra Guha v. Jogesh Chandra Das* (12).

(6) *Fazal Rasul Khan v. Mohd-ul-Nisa* (13).

(13) Similar view was taken by J. V. Gupta, J of this Court in *Khushal Singh v. Devinder Nath* (14), R. N. Mittal, J. in *Bawa Singh v. Babu Singh* (15), and by me in *Balbir Singh v. Satwant Singh* (16), and *Harpal v. Smt. Ram Piari* (17).

(14) As against the above, the counsel, who appeared and argued for the proposition that the compromise decree required registration have relied upon the judgments of Single Benches of Bombay High Court in *Rakhmabai Ramkrishna Jadhav's case* (supra), S. P. Goyal, J. in *Ranbir Singh's case* (supra) and J V. Gupta, J. in *Nachhittar Singh's case* (supra).

(8) A.I.R. 1986 All. 244.

(9) A.I.R. 1982 Cal. 222.

(10) A.I.R. 1974 Mad 199.

(11) A.I.R. 1953 Pat. 340.

(12) A.I.R. 1970 Assam 102.

(13) A.I.R. 1944 Lah 394.

(14) 1983 P.L.R. 711

(15) 1978 Rev. Law Reporter 534.

(16) 1987 H.R.R. 127.

(17) 1981 P.L.J. 492.

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(15) In *Rakhmabai Ramkrishna Jadhav's case* (supra) in middle of para 19 of the judgment, the following observations have been made :

“Such a compromise cannot be described, except as a sham compromise brought about for the purposes of practising fraud upon the law relating to stamp duty and law relating to registration.

In middle of para 21 after noticing the meaningful observations made in *Hari Shankar v. Durga Devi* (18), which have been followed in *Luxmi Narain Kapoor's case* (supra), the learned Judge observed as follows :

“The Allahabad High Court was not called upon to consider as to whether the compromise which is not a *bona fide* compromise or a compromise which does not aim to resolve a *bona fide* dispute. —”

Then in para 22 of the judgment, it was observed as follows :

“In the instant case before me if the compromise was a *bona fide* one or if in fact there was any compromise as such at all of a real *bona fide* dispute between the relevant parties, the compromise decree would not have required registration, because the property in question was the subject matter of the dispute. If it was contended that even such a compromise required registration, the Allahabad ruling would have no doubt been an answer to such a plea. But what I am required to decide is an entirely different question.”

(16) If all the observations are read together, the impression left is that the learned Judge did not hold any definite view. If a compromise is lawfully arrived at between the parties to it relating to property, which is owned by one of them, the question of want of *bona fide* does not arise. Assuming for the sake of arguments, as is stated in para 22 of the reported judgment in *Rakhmabai Ramkrishna Jadhav's case* (supra) if the compromise was *bona fide* and it was held that it did not require registration then the observations made in para 18 run counter to it. In para 18 of the judgment,

(18) A.I.R. 1977 All. 455.

a compromise has been considered to be sham because it practices fraud on the law relating to stamp duty and registration. If decree does not require registration, where is the question of any fraud upon the law relating to stamp duty and registration. We dissent from the aforesaid decision.

(17) Adverting to *Ranbir Singh's case* (supra), this judgment fully supports the stand of Shri K. C. Puri, Advocate, that a compromise decree requires registration, and in the absence of it no valid title passes in favour of the decree holder. *Shankar Sitaram Sontakke's case* (supra) was cited before the learned Judge for the proposition that if a party is bound by the terms of compromise contained in a consent decree, that party is barred by the principles of *res judicata* from re-agitating the question. In spite of that it was held that such a decree does not operate by way of *res judicata*, although it may operate as estoppel. Since the matter of *res judicata* is not being agitated in this case we refrain from deciding it. The learned Judge then proceeded to observe in para No. 4 of the judgment as follows :

“It is well established that a decree passed on compromise remains essentially a contract between the parties with seal of the Court super-imposed thereon and is open to challenge on all grounds on which a contract can be vitiated. Consequently, the consent decree can be challenged not only on the grounds available under the Contract Act such as fraud, mistake or misrepresentation but also on any of the grounds available under any other law which prohibits such a contract or declares it to be ineffective so far as the transfer of any rights in immoveable property are concerned.”

Part of the observations in the aforesaid quotation seems to have been obtained from para 9 of the reported judgment in *Shankar Sitaram Sontakke's case* (supra). To that extent the observations are all right. The learned Judge then proceeded to observe in para 5 of the judgment that if a compromise decree operates as an instrument of gift of immoveable property, it would not be exempt from registration because the learned Judge was of the view that exemption contained in Section 17(2)(vi) of the Act was applicable to clauses (b) and (c) of Sub-section (1) thereof and not to clause (a), in which instrument of gift of immoveable property fell. It is not disputed that for the first time title can be created under a consent

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or compromise decree. For example, title is created in plaintiff's favour under a compromise decree which before the date of compromise decree vested in defendant and no consideration is mentioned for passing the title in compromise. This would be nothing but creation of a title for the first time in the plaintiff but this would be wrong to say that consent decree is an instrument of gift. Such a decree would not be an instrument of gift of immoveable property within the meaning of section 17(1)(a) of the Act. There is no dispute that the moment title is being conveyed under instrument of gift of immoveable property of the value of Rs. 100 or more, such an instrument would require registration. The question is whether the consent decree can be called an instrument of gift. The title in the immoveable property can be created by a non-testamentary instrument also and that would be covered by clause (b) of Section 17(1) of the Act and since the applicability of clause (b) has been excluded in regard to certain documents enumerated in clauses (i) to (xii) of S. 17(2) of the Act, by virtue of clause (vi), a compromise decree comprising of immoveable property, which is subject matter of the suit stands exempted from registration, whereas a compromise decree relating to immoveable property other than which is subject matter of the suit is not exempted from registration. The observations of S. P. Goyal, J. on the aforesaid basis that a compromise decree in such a situation would be treated as an instrument of gift and would require registration, is contrary to law.

(18) For the other observations of the learned Judge that since a consent decree requires compulsory registration and in the absence of registration no title could pass, reliance was placed on the judgment of the Supreme Court in *State of Punjab (now Haryana) v. Amar Singh* (19), and the observations contained in para 36 were taken as concluding the question of law. With respect to the learned Judge, the reference to *Amar Singh's case* (supra) was misplaced. The Supreme Court was dealing with a case of declaration of surplus area under the Punjab Security of Land Tenures Act, 1953. Section 10-A(C) of the Act which fell for consideration was in the following terms :

“10-A(c) For the purposes of determining the surplus area of any person under this section, any judgment, decree or order of a Court or other authority, obtained after the commencement of this Act and having the effect of dimi-

nishing the area of such person which could have been declared as his surplus area shall be ignored.”

If the scheme of the aforesaid Act is seen, in 1955 by virtue of Section 10-A(b), prohibition was imposed on the alienation of land with retrospective effect from 15th April, 1953 and in the year 1962 Section 10-A (c) was inserted to ignore judgment, decree or order of a Court or other authority obtained after the commencement of the Act, and having the effect of diminishing the area of a person, which could be declared surplus area. In that context the consent decrees suffered by land-owners in favour of their wives and children or near relations were ignored by saying that these consent decrees were against the statutory provision.

(19) The facts on which we are considering the case, there is no prohibition in suffering the consent decree. Rather Section 17(1)(b) of the Registration Act clearly envisages other instruments by which title can be created and by virtue of Section 17(2)(vi) if title is created by consent decree, which forms subject matter of dispute in the suit, such a consent decree is saved from registration. Hence, we conclude that reference to *Amar Singh's case* (supra) was not called for. We are left with no option but to over-rule the decision in *Ranbir Singh's case* (supra).

(20) Now advertng to the decision of J. V. Gupta, J. in *Nachhittar Singh's case* (supra), at the out-set it may be observed that in *Khushal Singh's case* (supra) the same learned Judge decided that the consent decree does not require registration but while deciding *Nachhittar Singh's case* (supra), the learned Judge referred to Section 54 and 2(d) of the Registration Act as also to Sections 40, 41, 42 and 44 of the Indian Evidence Act, 1872. For the purposes of decision of the matter as to whether a consent or compromise decree requires registration or not, reference to the Sections of the Evidence Act is not relevant. Sometimes collusion is misunderstood in contra-distinction to consent or compromise. If the rights of a third person is not involved, the contract, compromise or compromise decree between the parties would be binding. If rights of third party are involved in such a matter then the third party can always come forward to show that his title or interest has been affected in collusion with other persons. For illustration, we may quote an example. If ABC have interest in a property or a matter, B and C entered into contract about it or got involved in a consent decree between themselves to the exclusion of A. A can always come forward to say that the contract or the compromise decree was

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collusive so far he is concerned and would not bind him *qua* his share and interest, but that would bind B and C., all right. The learned Judge while deciding the aforesaid proposition in *Nachhittar Singh's case* (supra), re-opened the facts of the compromise decree on the basis of collusion and yet in the last paragraph came to the conclusion which is as follows :

“— — In the absence of any transfer as such, the plaintiff could not get the declaration of his being the owner of the suit land on the strength of the decree unless it was duly registered as provided under section 17 of the Registration Act. In that situation, the said decree violated the provisions of the Transfer of Property Act and the defendant Nachhittar Singh could not claim himself to be the owner of the suit land on the basis of that decree alone or fraud as such alleged or proved by the plaintiff...”

If transfer was to be made by a written instrument, then, of course, the same has to be stamped and got registered, but if transfer is made by a compromise decree, there is a specific exception contained in Section 17(2)(vi) which was not kept in view by the learned Judge while deciding the case and that is how the error has crept in. It is beyond pale of controversy that under a consent or compromise decree title can be created for the first time and the decree would not require registration provided it is subject matter of the suit. Hence, we are constrained to over-rule *Nachhittar Singh's case* (supra) as well.

(21) For the reasons recorded above, by agreeing with the view taken in the judgments cited above that a compromise decree does not require registration, provided the immoveable property is subject matter of the suit, we hold that a compromise decree regarding immoveable property which is subject matter of the dispute in the suit, does not require registration, even if title is created in favour of the decree holder for the first time under the decree, whether with consideration or without consideration.

(22) The deck having been cleared that a compromise decree regarding immoveable property, which is subject matter of the suit, does not require registration, the next question arises on what ground a compromise decree can be interfered with in a subsequent suit.

In *Bishundeo Narain v. Seogeni Rai* (20), the Supreme Court in para 20 has observed as follows :

“It does not matter whether the decree was by consent or otherwise, for a decree, unless and until it is set aside or avoid in one or other of the ways in which alone a decree may be attacked, holds its force and binds all concerned.”

Again in *Shankar Sitaram Sontakke's case* (supra), the following observations were made in para 9.

“It is well settled that a consent decree is as binding upon the parties thereto a decree passed by invitum. The compromise having been found not to be vitiated by fraud, misrepresentation, misunderstanding or mistake, the decree passed thereon has the binding force of *res-judicata*.”

The observations made in the aforesaid two decisions of the Supreme Court show that a compromise decree would bind the parties and their privies unless it can be avoided in one of the ways in which a contract can be avoided, that is, by showing that the decree was obtained by fraud, mis-representation, mis-understanding or mistake and otherwise the decree would be binding on them, and would not be challenged in a subsequent suit except on the aforesaid grounds.

(23) The salutary rule of settling dispute by compromise in pending litigation is contained in Order 23 Rule 3 of the Civil Procedure Code (for short ‘the Code’). With the insertion of Rule 3A by the Central Act No. 104 of 1976, a bar has been created in filing of a suit to challenge a decree based on compromise on the ground that the compromise was not lawful. There was conflict of view in this behalf, which was sought to be set at rest by the insertion of the aforesaid proviso.

(24) Even to settlements made before the LOKADALATS, binding force has been given by virtue of S. 21(2) contained in Chapter VI of the Legal Services Authorities Act, 1987. In spite of the enactment, so far this law has not been enforced, but we do get the guidance that the law framers always intended that the settlements arrived at between the parties in Court are good and binding and have the legal force, and the matter can be re-opened only on the grounds on which a contract can be re-opened and not otherwise. The addition of rule 3A to Order 23 of the Code has further added that even if it were to be shown that the compromise was unlawful, the suit would not lie. Therefore, unless a ground is established

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on which compromise or a contract can be avoided, the Courts will have no jurisdiction to reopen or go behind the compromise decrees merely on the basis that whether the facts stated in the plaint, which ultimately concluded by a compromise decree, were correct or not. This is more so because the facts stated in the plaint are admitted in the written statement. The defendant and his heirs would be bound by the admission and would be debarred from going back. Sometimes claim is admitted by the defendant by making a statement on oath before Court. He cannot be allowed to go back from his statement. Some other times, written compromise duly signed by the parties is filed in Court in which claim of the plaintiff is admitted. Sometimes the written compromise provides that the plaintiff is the owner and the defendant has no right, title or interest there. So under all the eventualities either the claim of the plaintiff stands admitted or title is created in him for the first time under the decree. Under these circumstances, Court will have no jurisdiction to reopen the consent or compromise decree except when fraud, coercion, or misrepresentation in obtaining the consent or compromise, which resulted in the passing of the decree, is pleaded and proved.

(25) Apart from the above, there is an additional ground in favour of minors or persons of unsound mind, if they are able to prove that the next friend or the guardian who acted on their behalf, was negligent in conducting the proceedings.

(26) Now we advert to the facts of the case. In the earlier suit, which culminated in a compromise decree, the plea taken up by the plaintiff of that suit was that the defendant had gifted the land to the 10/12 years ago and a week before the filing of the suit illegally took possession. The plaintiff claimed decree of possession as owners. Instead of contesting the suit, the defendant put in a written compromise before the Court in which he agreed that the plaintiffs are the owners and also agreed that a decree for possession be passed. The effort of the heirs of the previous defendant in the subsequent suit was to show that the previous defendant had not made any gift 10/12 years prior to the filing of the earlier suit. Such a matter will not fall within the meaning of 'fraud', 'mis-representation', 'mis-understanding' or 'mistake'. The defendant of the previous suit fully knew the facts of the case and the effect of the compromise decree. If with open eyes and after fully understanding the pros and cons of the facts of the case, he enters into compromise with the plaintiffs either to accept that they

are owners for the last 10/12 years or creates title for the first time, such a decree would bind the parties and their privies, and it will not be open to the heirs of such a defendant in the subsequent litigation to challenge the facts contained in the plaint, by saying that they were wrong because the basis of the challenge can only be if in obtaining the consent decree there was fraud, mis-representation, mis-understanding or mistake. If basis for re-opening the decree is not made out, by merely saying that no gift was made 10/12 years before the earlier litigation it will not give a cause for filing of second suit and re-opening of the consent decree. Assuming for the sake of arguments, that no gift was made by the defendant of the previous suit in favour of the plaintiffs of the previous suit 10/12 years prior to that suit, but the defendant willingly and voluntarily considered the claim of the plaintiff by filing a written compromise, that decree will bind the heirs of that defendant and second suit would not be competent. On this process of reasoning we hold that the consent decree cannot be sought to be re-opened and the Courts will have no jurisdiction to go behind the consent decree to find out whether the facts contained in the plaint, which ultimately culminated in the decree, were right or wrong.

(27) For the reasons recorded above, we hold:

- (i) that a compromise or consent decree does not require registration, even if it creates title in respect of immovable property of the value of Rs. 100 or more, provided it is subject matter of suit.
- (ii) that a compromise or consent decree can be got set aside on one of the grounds on which a contract can be set aside, namely, if obtained by 'fraud'; 'mis-representation', or 'coercion', with an additional ground in favour of the minors or persons of un-sound mind, if they are able to prove that the next friend or the guardian, who acted on their behalf, was negligent in conducting the proceedings. If none of these grounds is established, the Courts in a subsequent suit will have no jurisdiction to go behind the consent decree to find out whether the facts stated in the plaint, which culminated into compromise decree were right or wrong.

(28) In view of the above, we find no merit in the appeal and the same is dismissed leaving the parties to bear their own costs.

S.C.K.

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