

(2022) 06 CHH CK 0011
In the Chhattisgarh High Court
Case No : Miscellaneous Appeal No.29 Of 2008

Vasundhara Sahkari Samiti,

APPELLANT

Vs

Radhakrishna Mandir Trust Samiti

RESPONDENT

Date of Decision : 17-06-2022

Acts Referred:

Code Of Civil Procedure, 1908 — Section 96(1), 96(3), Order 23 Rule 1, Order 43 Rule 1(m), Order 23 Rule 3, Order 23 Rule 3A, Order 7 Rule 11

Citation : (2022) 06 CHH CK 0011

Hon'ble Judges : Arvind Singh Chandel, J

Bench : Single Bench

Advocate : Sachin Singh Rajput

Final Decision : Disposed Of

Judgement

1. This appeal has been preferred by the Appellant/defendant 5 against the judgment dated 29.1.2008 passed by 14th Additional District Judge (FTC), Raipur in Civil Appeal No.6A of 2007, whereby the Appellate Court has set aside the order dated 19.11.2007 passed by 8th Civil Judge Class-II, Raipur in Civil Suit No.20A of 2007.

2. Facts of the case are that Respondent 2, Vishram Nirala had initially filed a suit, being Civil Suit No.101A of 2002 against the State of Chhattisgarh (Manager/Collector), Shri Radhakrishna Mandir Trust Committee (Respondent 5), Rambishal Sonkar (Respondent 3), Jeevanlal Vishwakarma (Respondent 4) and Ramjas Das Mahant, Priest, Shri Radhakrishna Mandir Trust Committee, Bandhawapara, Raipur claiming right in respect of land bearing khasra No.1090/3, 1122, 1125, 1129, 1130 and 1135 ad-measuring area 3.75 acres. The suit was filed claiming injunction and declaration. It was pleaded that Vishram Nirala is in possession of the land and the ancestors of Vishram Nirala had given the land to Shri Radhakrishna Mandir Trust Committee with a condition that the crop yielded in the said land shall be used for management of the temple. It was further pleaded that instead of following the same, the Trust is

alienating the said land. Therefore, injunction was claimed that the Trust may be restrained from selling/alienating the land and plaintiff Vishram Nirala be declared as owner of the said land.

3. In the said suit, i.e., Civil Suit No.101A of 2002, the defendants had filed their written statements. Issues were framed. However, during pendency of the said suit, the plaintiff and the defendants entered into a compromise. They settled the dispute among themselves that out of all the lands, khasra No.1135 ad-measuring area 1.46 acres be declared to be in absolute ownership of Vishram Narala and in turn Vishram Nirala will not claim any right in respect of other suit lands. Permission is also accorded by the Registrar, Public Trusts as Annexure A3.

4. On the basis of the said compromise, 6th Civil Judge Class-I, Raipur recorded evidence of the parties and after recording of the evidence, a decree was drawn accordingly vide judgment dated 10.9.2004 passed in Civil Suit No.101A of 2002 (Annexure A4).

5. Subsequently, with the change of members in the trust in the year 2005, a suit, being Civil Suit No.20A of 2007 was filed by Shri Radhakrishna Mandir Trust Committee (Respondent 1) against Vishram Narala, Rambishal Sonkar, Jeevanlal Vishwakarma and the State of Chhattisgarh through Manager/Collector, Shri Radhakrishna Mandir Trust Committee for declaration and injunction. It was prayed that the decree passed in Civil Suit No.101A of 2002 be declared as null and void on the ground that the then Secretary of the trust Rambishal Sonkar with collusion of Vishram Nirala, without obtaining consent from the trust committee, entered into the compromise.

6. In the subsequent suit, i.e., Civil Suit No.20A of 2007, initially an application under Order 7 Rule 11 CPC was filed by defendants Vishram Nirala and Rambishal Sonkar on the ground that the decree passed on the basis of compromise cannot be challenged. The Trial Court, vide order dated 7.7.2005, dismissed the application on the ground that since the copy of the decree of the earlier civil suit was not available, the same can be decided on its merits.

7. Subsequent to the order dated 7.7.2005, the Appellant herein, being the purchaser of the land in question, was arrayed as defendant 5 in Civil Suit No.20A of 2007. After entering appearance, the Appellant/defendant 5 moved an application under Order 7 Rule 11 read with Order 23 Rule 3A CPC. The ground urged was that no civil suit will lie to set aside a decree on the ground that the compromise on which the decree was based was not lawful. After hearing the parties, vide order dated 19.11.2007, 8th Civil Judge Class-II, Raipur dismissed Civil Suit No.20A of 2007 on the ground that no subsequent suit was tenable in view of the bar contained in Order 23 Rule 3A CPC. Being aggrieved by this order, Shri Radhakrishna Mandir Trust Committee (Respondent 1) preferred an appeal, being Civil Appeal No.6A of 2007. Vide the impugned judgment dated 29.1.2008, the Appellate Court allowed the appeal and the case was remanded back to the Trial Court to try the civil suit afresh. Hence, this miscellaneous

appeal has been moved by the Appellant/defendant 5.

8. Learned Counsel appearing for the Appellant submitted that pursuant to the provisions of Order 23 Rule 3A CPC, no independent suit can be filed for setting aside a compromise decree on the ground that the compromise was not lawful in view of the bar contained in Rule 3A of Order 23 CPC. The only remedy available to a party to a consent decree to avoid such consent decree is to approach the Court which recorded the compromise and made a decree in terms of it, and establish that there was no compromise. Therefore, the Civil Judge has rightly rejected the subsequent Civil Suit No.20A of 2007. Thus, the impugned judgment of the Appellate Court is not in accordance with law. Reliance was placed on (2006) 5 SCC 566 (Pushpa Devi Bhagat (Dead) through LR. Sadhna Rai (Smt) v. Rajinder Singh), (1993) 1 SCC 581 (Banwari Lal v. Chando Devi (Smt) (through LRs.)), (2014) 15 SCC 471 (R. Rajanna v. S.R. Venkataswamy), (2021) 9 SCC 114 (R. Janakiammal v. S.K. Kumarasamy (Deceased) through Legal Representatives) and AIR 2004 Rajasthan 264 (Gopal Lal v. Babu Lal).

9. I have heard the arguments raised and perused the material available on record with due care.

10. Undisputedly, in the first suit, i.e., Civil Suit No.101A of 2002, a compromise decree was passed by the Civil Judge as Annexure A4. It is also not in dispute that subsequently after the change of members in the trust, in the year 2005, the trust committee filed a subsequent suit, being Civil Suit No.20A of 2007 on the ground that the then Secretary Rambishal Sonkar compromised in the civil suit without obtaining approval or consent from the trust committee with collusion of the plaintiff. The subsequent civil suit was dismissed by 8th Civil Judge Class-II vide order dated 19.11.2007 on the ground that no subsequent civil suit was tenable in view of the bar contained in Order 23 Rule 3A CPC. Vide the impugned judgment dated 29.1.2008, the Appellate Court allowed the appeal and remanded the matter back to the Court below, i.e., 8th Civil Judge Class-II to try the civil suit afresh.

11. The question for consideration before this Court is that pursuant to the provision of Order 23 Rule 3A CPC whether a subsequent civil suit to set aside a compromise decree will lie or not.

12. Dealing with the issue in Pushpa Devi Bhagat case (supra), it was observed by the Supreme Court as under:

"17. The position that emerges from the amended provisions of Order 23 can be summed up thus:

(i) No appeal is maintainable against a consent decree having regard to the specific bar contained in Section 96(3) CPC.

(ii) No appeal is maintainable against the order of the court recording the compromise (or refusing to record a compromise) in view of the deletion of clause (m) of Rule 1 Order 43.

(iii) No independent suit can be filed for setting aside a compromise decree on the ground that the compromise was not lawful in view of the bar contained in Rule 3-A.

(iv) A consent decree operates as an estoppel and is valid and binding unless it is set aside by the court which passed the consent decree, by an order on an application under the proviso to Rule 3 Order 23.

Therefore, the only remedy available to a party to a consent decree to avoid such consent decree, is to approach the court which recorded the compromise and made a decree in terms of it, and establish that there was no compromise. In that event, the court which recorded the compromise will itself consider and decide the question as to whether there was a valid compromise or not.”

13. Further, in Banwari Lal case (supra), it was observed by the Supreme Court as follows:

“6. The experience of the courts has been that on many occasions parties having filed petitions of compromise on basis of which decrees are prepared, later for one reason or other challenge the validity of such compromise. For setting aside such decrees suits used to be filed which dragged on for years including appeals to different courts. Keeping in view the predicament of the courts and the public, several amendments have been introduced in Order 23 of the Code which contain provisions relating to withdrawal and adjustment of suit by Civil Procedure Code (Amendment) Act, 1976. Rule 1 of Order 23 of the Code prescribes that at any time after the institution of the suit, the plaintiff may abandon his suit or abandon a part of his claim. Rule 1(3) provides that where the Court is satisfied (a) that a suit must fail by reason of some formal defect, or (b) that there are sufficient grounds for allowing the plaintiff to institute a fresh suit for the subject-matter of a suit or part of a claim, it may, on such terms as it thinks fit, grant the plaintiff permission to withdraw such suit with liberty to institute a fresh suit. In view of Rule 1(4) if plaintiff abandons his suit or withdraws such suit without permission referred to above, he shall be precluded from instituting any such suit in respect of such subject-matter. Rule 3 of Order 23 which contained the procedure regarding compromise of the suit was also amended to curtail vexatious and tiring litigation while challenging a compromise decree. Not only in Rule 3 some special requirements were introduced before a compromise is recorded by the court including that the lawful agreement or a compromise must be in writing and signed by the parties, a proviso with an explanation was also added which is as follows:

“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.”

7. By adding the proviso along with an explanation the purpose and the object of the amending Act appears to be to compel the party challenging the compromise to question the same before the court which had recorded the compromise in question. That court was enjoined to decide the controversy whether the parties have arrived at an adjustment in a lawful manner. The explanation made it clear that an agreement or a compromise which is void or voidable under the Indian Contract Act shall not be deemed to be lawful within the meaning of the said rule. Having introduced the proviso along with the explanation in Rule 3 in order to avoid multiplicity of suit and prolonged litigation, a specific bar was prescribed by Rule 3-A in respect of institution of a separate suit for setting aside a decree on basis of a compromise saying:

“3-A. 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.”

13. When the amending Act introduced a proviso along with an explanation to Rule 3 of Order 23 saying 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”, the Court before which a petition of compromise is filed and which has recorded such compromise, has to decide the question whether an adjustment or satisfaction had been arrived at on basis of any lawful agreement. To make the enquiry in respect of validity of the agreement or the compromise more comprehensive, the explanation to the proviso says that an agreement or compromise “which is void or voidable under the Indian Contract Act ...” shall not be deemed to be lawful within the meaning of the said Rule. In view of the proviso read with the explanation, a Court which had entertained the petition of compromise has to examine whether the compromise was void or voidable under the Indian Contract Act. Even Rule 1(m) of Order 43 has been deleted under which an appeal was maintainable against an order recording a compromise.”

14. In R. Rajanna case (supra), it was observed by the Supreme Court thus:

“11. It is manifest from a plain reading of the above that in terms of the proviso to Order 23 Rule 3 where one party alleges and the other denies adjustment or satisfaction of any suit by a lawful agreement or compromise in writing and signed by the parties, the Court before whom such question is raised, shall decide the same. What is important is that in terms of Explanation to Order 23 Rule 3, the agreement or compromise shall not be deemed to be lawful within the meaning of the said Rule if the same is void or voidable under the Contract Act, 1872. It follows that in every case where the question arises whether or not there has been a lawful agreement or compromise in writing and signed by the parties, the question whether the agreement or compromise is lawful has to be determined by the court concerned. What is lawful will in turn depend upon whether the allegations suggest any infirmity in the compromise and the decree

that would make the same void or voidable under the Contract Act. More importantly, Order 23 Rule 3-A clearly bars a suit to set aside a decree on the ground that the compromise on which the decree is based was not lawful. This implies that no sooner a question relating to lawfulness of the agreement or compromise is raised before the court that passed the decree on the basis of any such agreement or compromise, it is that court and that court alone who can examine and determine that question. The court cannot direct the parties to file a separate suit on the subject for no such suit will lie in view of the provisions of Order 23 Rule 3-A CPC. That is precisely what has happened in the case at hand. When the appellant filed OS No.5326 of 2005 to challenge the validity of the compromise decree, the court before whom the suit came up rejected the plaint under Order 7 Rule 11 CPC on the application made by the respondents holding that such a suit was barred by the provisions of Order 23 Rule 3-A CPC. Having thus got the plaint rejected, the defendants (respondents herein) could hardly be heard to argue that the plaintiff (appellant herein) ought to pursue his remedy against the compromise decree in pursuance of OS No.5326 of 2005 and if the plaint in the suit has been rejected to pursue his remedy against such rejection before a higher court.

12. The upshot of the above discussion is that the High Court fell in a palpable error in directing the plaintiff to take recourse to the remedy by way of a separate suit. The High Court in the process remained oblivious of the provisions of Order 23 Rules 3 and 3-A CPC as also orders passed by the City Civil Court rejecting the plaint in which the trial court had not only placed reliance upon Order 23 Rule 3-A but also the decision of the Court in *Pushpa Devi Bhagat v. Rajinder Singh*, (2006) 5 SCC 566 holding that a separate suit was not maintainable and that the only remedy available to the aggrieved party was to approach the Court which had passed the compromise decree. The following passage from the decision of *Pushpa Devi* case is, in this regard, apposite: (SCC p. 576, para 17)

"17. ... Therefore, the only remedy available to a party to a consent decree to avoid such consent decree, is to approach the court which recorded the compromise and made a decree in terms of it, and establish that there was no compromise. In that event, the court which recorded the compromise will itself consider and decide the question as to whether there was a valid compromise or not. This is so because a consent decree is nothing but contract between parties superimposed with the seal of approval of the court. The validity of a consent decree depends wholly on the validity of the agreement or compromise on which it is made. The second defendant, who challenged the consent compromise decree was fully aware of this position as she filed an application for setting aside the consent decree on 21.8.2001 by alleging that there was no valid compromise in accordance with law. Significantly, none of the other defendants challenged the consent decree. For reasons best known to herself, the second defendant within a few days thereafter (that is on 27.8.2001) filed an appeal and chose not to pursue the application filed before the court which passed the consent decree.

Such an appeal by the second defendant was not maintainable, having regard to the express bar contained in Section 96(3) of the Code."

We may also refer to the decision of this Court in *Banwari Lal v. Chando Devi*, (1993) 1 SCC 581, where also this Court had observed: (SCC p. 588, para 13)

"13. ... As such a party challenging a compromise can file a petition under proviso to Order 23 Rule 3, or an appeal under Section 96(1) of the Code, in which he can now question the validity of the compromise in view of Order 43 Rule 1-A of the Code."

15. Relying upon the above judgments, the Supreme Court further observed in *R. Janakiammal* case (*supra*) as under:

"53. Order 23 Rule 3 as well as Rule 3-A came for consideration before this Court in large number of cases and we need to refer to a few of them to find out the ratio of judgments of this Court in context of Rule 3 and Rule 3-A. In *Banwari Lal v. Chando Devi*, (1993) 1 SCC 581, this Court considered Rule 3 as well as Rule 3-A of Order 23. This Court held that the object of the Amendment Act, 1976 is to compel the party challenging the compromise to question the court which has recorded the compromise. In paras 6 and 7, the following was laid down: (SCC pp. 584-85)

"6. The experience of the courts has been that on many occasions parties having filed petitions of compromise on basis of which decrees are prepared, later for one reason or other challenge the validity of such compromise. For setting aside such decrees suits used to be filed which dragged on for years including appeals to different courts. Keeping in view the predicament of the courts and the public, several amendments have been introduced in Order 23 of the Code which contain provisions relating to withdrawal and adjustment of suit by the Civil Procedure Code (Amendment) Act, 1976. Rule 1 Order 23 of the Code prescribes that at any time after the institution of the suit, the plaintiff may abandon his suit or abandon a part of his claim. Rule 1(3) provides that where the Court is satisfied: (a) that a suit must fail by reason of some formal defect, or (b) that there are sufficient grounds for allowing the plaintiff to institute a fresh suit for the subject-matter of a suit or part of a claim, it may, on such terms as it thinks fit, grant the plaintiff permission to withdraw such suit with liberty to institute a fresh suit. In view of Rule 1(4) if the plaintiff abandons his suit or withdraws such suit without permission referred to above, he shall be precluded from instituting any such suit in respect of such subject-matter. Rule 3 Order 23 which contained the procedure regarding compromise of the suit was also amended to curtail vexatious and tiring litigation while challenging a compromise decree. Not only in Rule 3 some special requirements were introduced before a compromise is recorded by the court including that the lawful agreement or a compromise must be in writing and signed by the parties, a proviso with an Explanation was also added which is as follows:

'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.'

7. By adding the proviso along with an Explanation the purpose and the object of the amending Act appears to be to compel the party challenging the compromise to question the same before the court which had recorded the compromise in question. That court was enjoined to decide the controversy whether the parties have arrived at an adjustment in a lawful manner. The Explanation made it clear that an agreement or a compromise which is void or voidable under the Contract Act shall not be deemed to be lawful within the meaning of the said Rule. Having introduced the proviso along with the Explanation in Rule 3 in order to avoid multiplicity of suit and prolonged litigation, a specific bar was prescribed by Rule 3-A in respect of institution of a separate suit for setting aside a decree on the basis of a compromise saying:

'3-A. 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' "

54. The next judgment to be noted is Pushpa Devi Bhagat v. Rajinder Singh, (2006) 5 SCC 566, R.V. Raveendran, J. speaking for the Court noted the provisions of Order 23 Rule 3 and Rule 3-A and recorded his conclusions in para 17 in the following words: (SCC p. 576)

"17. The position that emerges from the amended provisions of Order 23 can be summed up thus:

(i) No appeal is maintainable against a consent decree having regard to the specific bar contained in Section 96(3) CPC.

(ii) No appeal is maintainable against the order of the court recording the compromise (or refusing to record a compromise) in view of the deletion of clause (m) of Rule 1 Order 43.

(iii) No independent suit can be filed for setting aside a compromise decree on the ground that the compromise was not lawful in view of the bar contained in Rule 3-A.

(iv) A consent decree operates as an estoppel and is valid and binding unless it is set aside by the court which passed the consent decree, by an order on an application under the proviso to Rule 3 Order 23.

Therefore, the only remedy available to a party to a consent decree to avoid such consent decree, is to approach the court which recorded the compromise and made a decree in terms of it, and establish that there was no compromise. In

that event, the court which recorded the compromise will itself consider and decide the question as to whether there was a valid compromise or not. This is so because a consent decree is nothing but contract between parties superimposed with the seal of approval of the court. The validity of a consent decree depends wholly on the validity of the agreement or compromise on which it is made. The second defendant, who challenged the consent compromise decree was fully aware of this position as she filed an application for setting aside the consent decree on 21.8.2001 by alleging that there was no valid compromise in accordance with law. Significantly, none of the other defendants challenged the consent decree. For reasons best known to herself, the second defendant within a few days thereafter (that is on 27.8.2001) filed an appeal and chose not to pursue the application filed before the court which passed the consent decree. Such an appeal by the second defendant was not maintainable, having regard to the express bar contained in Section 96(3) of the Code."

55. The next judgment is *R. Rajanna v. S.R. Venkataswamy*, (2014) 15 SCC 471 in which the provisions of Order 23 Rule 3 and Rule 3-A were again considered. After extracting the aforesaid provisions, the following was held by this Court in para 11: (SCC p. 474)

"11. It is manifest from a plain reading of the above that in terms of the proviso to Order 23 Rule 3 where one party alleges and the other denies adjustment or satisfaction of any suit by a lawful agreement or compromise in writing and signed by the parties, the Court before whom such question is raised, shall decide the same. What is important is that in terms of Explanation to Order 23 Rule 3, the agreement or compromise shall not be deemed to be lawful within the meaning of the said Rule if the same is void or voidable under the Contract Act, 1872. It follows that in every case where the question arises whether or not there has been a lawful agreement or compromise in writing and signed by the parties, the question whether the agreement or compromise is lawful has to be determined by the court concerned. What is lawful will in turn depend upon whether the allegations suggest any infirmity in the compromise and the decree that would make the same void or voidable under the Contract Act. More importantly, Order 23 Rule 3-A clearly bars a suit to set aside a decree on the ground that the compromise on which the decree is based was not lawful. This implies that no sooner a question relating to lawfulness of the agreement or compromise is raised before the court that passed the decree on the basis of any such agreement or compromise, it is that court and that court alone who can examine and determine that question. The court cannot direct the parties to file a separate suit on the subject for no such suit will lie in view of the provisions of Order 23 Rule 3-A CPC. That is precisely what has happened in the case at hand. When the appellant filed OS No.5326 of 2005 to challenge the validity of the compromise decree, the court before whom the suit came up rejected the plaint under Order 7 Rule 11 CPC on the application made by the respondents holding that such a suit was barred by the provisions of Order 23 Rule 3-A CPC. Having thus got the plaint rejected, the defendants (the appellant herein) could hardly

be heard to argue that the plaintiff (the appellant herein) ought to pursue his remedy against the compromise decree in pursuance of OS No.5326 of 2005 and if the plaint in the suit has been rejected to pursue his remedy against such rejection before a higher court.”

56. The judgments of Pushpa Devi Bhagat v. Rajinder Singh, (2006) 5 SCC 566 as well as Banwari Lal v. Chando Devi, (1993) 1 SCC 581, were referred to and relied on by this Court. This Court held that no sooner a question relating to lawfulness of the agreement or compromise is raised before the court that passed the decree on the basis of any such agreement or compromise, it is that court and that court alone which can examine and determine that question.

57. In subsequent judgment, Triloki Nath Singh v. Anirudh Singh, (2020) 6 SCC 629, this Court again referring to earlier judgments reiterated the same proposition i.e. the only remedy available to a party to a consent decree to avoid such consent decree is to approach the court which recorded the compromise and separate suit is not maintainable. In paras 17 and 18, the following has been laid down: (SCC p. 638)

“17. By introducing the amendment to the Civil Procedure Code (Amendment) Act, 1976 w.e.f. 1.2.1977, the legislature has brought into force Order 23 Rule 3-A, which creates bar to institute the suit to set aside a decree on the ground that the compromise on which decree is based was not lawful. The purpose of effecting a compromise between the parties is to put an end to the various disputes pending before the court of competent jurisdiction once and for all.

18. Finality of decisions is an underlying principle of all adjudicating forums. Thus, creation of further litigation should never be the basis of a compromise between the parties. Rule 3-A Order 23 CPC put a specific bar that no suit shall lie to set aside a decree on the ground that the compromise on which the decree is based was not lawful. The scheme of Order 23 Rule 3 CPC is to avoid multiplicity of litigation and permit parties to amicably come to a settlement which is lawful, is in writing and a voluntary act on the part of the parties. The court can be instrumental in having an agreed compromise effected and finality attached to the same. The court should never be party to imposition of a compromise upon an unwilling party, still open to be questioned on an application under the proviso to Order 23 Rule 3 CPC before the court.”

58. The above judgments contain a clear ratio that a party to a consent decree based on a compromise to challenge the compromise decree on the ground that the decree was not lawful i.e. it was void or voidable has to approach the same court, which recorded the compromise and a separate suit challenging the consent decree has been held to be not maintainable.”

16. Looking to the facts of the case in hand and the above observations made by the Supreme Court, it is clear that a party to a consent decree based on a compromise to challenge the compromise decree on the ground that the decree was not lawful has to approach the same Court which recorded the compromise,

and establish that there was no compromise. In that event, the Court which recorded the compromise will itself consider and decide the question as to whether there was a valid compromise or not. A separate suit challenging the consent decree is not maintainable.

17. The conduct of Respondent 1/plaintiff in filing the suit, being Civil Suit No.20A of 2007 immediately after the order of compromise was passed and thereafter in filing the appeal, being Civil Appeal No.6A of 2007 shows that Respondent 1/plaintiff is vigilant about its case.

18. For the reasons discussed above, the present miscellaneous appeal succeeds and is allowed. The impugned judgment dated 29.1.2008 passed by 14th Additional District Judge (FTC), Raipur allowing Civil Appeal No.6A of 2007 and setting aside the order dated 19.11.2007 passed by 8th Civil Judge Class-II, Raipur in Civil Suit No.20A of 2007 is quashed and the order dated 19.11.2007 passed by 8th Civil Judge Class-II is hereby restored. However, it is made clear that no observation is being made by this Court on the merits of validity of the compromise decree. Therefore, Respondent 1/plaintiff, if so advised, may take legal recourse available to it under the law. If an application challenging the validity of the compromise decree is filed by Respondent 1/plaintiff before the concerned Court, the same shall be decided and disposed of on merits in accordance with law.