Present:
Mr. Justice Md. Salim

CIVIL REVISION NO.2973 OF 2012

Monirujjaman ..... Plaintiff-Petitioner.

-VERSUS-

Jinnatun Nesa, being died her heirs:
Md. Mosharaf Hossain and others

..... Defendant-Opposite Parties.

Mr. Gorib Newas, Senior Advocate with
Ms. Maksuda Akhter, Advocates

..... For the petitioner.

Mr. Mohammad Ali Khan, Advocate with
Mr. Abdur Rahman, Advocate

..... For the opposite parties.

Heard on 21.10.2025, 28.07.2025,
10.11.225
Judgment on 15.12.2025

By this Rule, the opposite parties ware called upon to show cause as to why the impugned Judgment and decree dated 25.04.2012 passed by the learned District Judge, Barishal in Title Appeal No.37 of 2010 allowing the appeal sending the case on remand to the trial Court for trial afresh and setting aside the Judgment and decree dated 12.10.2009 passed by the learned Joint District Judge, Barishal in Title Suit No.31 of 2004 decreeing the suit should not be set aside

and/or such other or further order or orders passed as to this Court may seem fit and proper.

Facts in brief for disposal of the Rule are that the petitioner herein, as plaintiff, instituted the Title Suit No.71 of 1987 before the Munsef (at present Civil Judge), 1st Court, Barishal, against the defendants, praying for a declaration of adverse possession and permanent injunction in the suit land measuring 13 decimals in Dag Nos. 2670, 2671, and 2672 under S.A. Khatian No.1098 apertaining to Mouza Sagordi, Upazila Barishal Sadar, District Barishal, as described herein after in schedule "Ka". The suit, transferred to the Court of the Joint District Judge, Barishal, was renumbered as Title Suit No. 31 of 2004.

The defendant Nos. 3 and 5 contested the suit by filing a joint written statement, claiming that the defendant No. 5, Rokeya Begum, under Heba-bil-awaz deed No. 1286 dated 28.01.1985, with some other property, got 2 (two) decimals of land in Dag Nos. 2671 and 2672 under S.A. Khatian No. 1098 appertaining to Mouza Sagordi, Upazila Barishal Sadar, District-Barishal. She also claimed that, under Heba deed No. 10191 dated 27.08.1984, along with other property, she obtained 15 decimals of land in dag No. 2670/2671/2672

under S.A. khatian No. 1098 of Mouza Sagordi. Further claimed that the defendant No. 5, Mohammad Shamim, under Heba deed No. 6409 dated 09.05.1984, along with other property, obtained 15 decimals of land in said Dag Nos. 2670/2671/2672 under S.A. Khatian No. 1098 in Sagordi mouza. That, in the said manner, the defendant Nos. 3 and 5 have claimed 2+15+15 = 32 decimal of land in Dag Nos. 2670, 2671, and 2672 under S.A. Khatian No. 1098, appertaining to mouza Sagordi, Upazila Barishal Sadar, District Barishal.

The learned Joint Judge, Barishal, framed the necessary issues to substantiate the dispute among the parties.

Subsequently, the learned Joint Judge, Barishal, by the Judgment and decree dated 12.10.2009, decreed the suit.

Being aggrieved by and dissatisfied with the above Judgment and decree, the defendants, as appellant, preferred Title Appeal No.37 of 2010 before the District Judge, Barishal.

Eventually, the learned District Judge, Barishal, by the Judgment and decree dated 25.04.2012, allowed the appeal and modified the Judgment and decree passed by the trial Court below.

Being aggrieved by and dissatisfied with the above Judgment and decree, the plaintiff-petitioner filed the instant Civil Revision under Section 115(1) of the Code of Civil Procedure before this Court and obtained the instant Rule with an order of status quo.

Mr. Gorib Newas, learned Senior advocate appearing on behalf of the petitioner and Mr. Mohammad Ali Khan, the learned advocate appearing on behalf of the opposite parties by furnishing a joint compromise petition in a single voice, submits that the petitioner and the opposite parties enterred into a compromise out of Court and compromised the matter on the terms and conditions stated in the compromise application. They pray for the compromise petition to be allowed, setting aside the Judgment and decree passed by the Courts below.

We have considered the submissions of the learned Advocates, perused the compromise petition, the impugned Judgment and decree, and other materials on record.

We would, at the outset, like to examine the provisions of the Civil Procedure Code relating to the compromise of a suit. Rule 3 of the Order 23 of the Code of Civil Procedure

deals with the compromise of the suit, which is quoted as below--

> "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, 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 suit."

This Rule enables the parties to compromise the whole suit or part of it, and if the Court is satisfied that the compromise or agreement is lawful, the Court is to pass a decree in terms of the compromise.

Notably, now it is the consensus proposition of the law that a revisional application is a prescribed mode of step in the Civil Procedure Code, either in the procedure provided of an action and as such the procedure provided for in the Civil Procedure Code shall also apply to Civil Revision including the provision for compromise on the strength of section 141 of the Civil Procedure Code provided the revisional application arises out of a suit, appeal or original miscellaneous case or

appeal thereform to which the procedure provided in the Code would apply. We, however, are of the view that a Civil Revision Case may be compromised under Order 23 Rule 3 of the Code of Civil Procedure if the terms of the compromise are lawful.

We have carefully examined the compromise petition file before us, including the affidavit dated 15.12.2025 and the entry No. 8233 dated 15.12.2025, filed by both parties. The terms and conditions of the compromise petition are quoted below:--

" A. The plaintiff Moniruzzaman out of his claimed 13 decimal of land in dag Nos.2670, 2671, 2672 under S.A. Khatian No.1098 shall excluding 05 decimal of land as given to the defendant Nos. 3 and 5 under this compromise agreement get the remaining 08 (eight) decimal of land in said S.A dag Nos.2670, 2671, 2672 under S.A Khatian No.1098 in Sagordi Mouza under Upazila-Barishal, District-Barishal. The plaintiff shall get his share from dag No. 2671. The property of the plaintiff Moniruzzaman (First Party) is described in schedule "Kha" herein below.

A. In accordance with the Heba bil awas deed No.1286 dated 28.01.1985, Heba deed No.10191 dated

27.08.1984 and Heba deed No.6409 dated 09.05.1984 the defendants Nos.3 and 5 namely Mohammad Sharmim and Most. Rokeya Begum will get 05 (five) decimal of land in dag S.A. Nos.2670, 2671 and 2672 under S.A. Khatian No.1098 appertaining to moula Sagordi, under Upazila-Barishal Sadar, District-Barishal. That the property of the defendant Nos.3 and 5 Mohammad Shamim and Most. Rokeya Begum is described in the Schedule 'Ga' herein below.

B. The parties shall physically demarcate and effect partition of their respective share amicably within 3(three) months of acceptance of this compromise petition by the Hon'ble Court, failing which any of the party will got the demarcation and partition of his or their share through Court by putting this compromise decree in execution and in that case this compromise decree will be treated as preliminary decree.....

Schedule of the terms of the agreement is as follows:-

"Schedule-"Ka"

All that peace and percent of land situated within District- Barishal, Upazila Barishal Sador, appertaining to Mouza- Sagordi, S.A. Khatian No. 1098, dag Nos.2670 / 2671 / 2672 measuring 64 decimal out of which 13 decimal.

Schedule-"Kha"

Share of plaintiff Moniruzzaman:

All that piece and percel of land situated within District- Barishal, Upazila Barishal Sador, appertaining to Mouza- Sagordi, S.A Khatian No.1098, Dag Nos.2670 / 2671 / 2672 measuring 64 decimal out of which 08 (eight) decimal from the north part of Dag No.2671 which is part of 'Ka' Schedule land.

Schedule-"Ga"

Share of Defendant No.3 Mohammod Shamim and Defendant No. 5 Mossammat Rokeya Begum:

All that piece and parcel of land situated within District- Barishal, Upazila Barishal Sador, appertaining to Mouza- Sagordi, S.A Khatian No. 1098, Dag Nos. 2670, 2671, 2672 measuring 64 decimal out of which 5 (five) decimal which is part of "ka" schedule land and is situated at the south of 'Kha' schedule land."

Considering the above, it transpires that, as per the terms of the agreement, the dispute between the parties concerns 13 decimals of land situated at Mouza-Sagordi, Barishal Sadar, District-Barisal, in S.A. Khatian No. 1098, Dag Nos. 2670, 2671, 2672. Out of which the saham of the plaintiff is 08(eight) decimals of land from the north part of Dag No.2671 which is part of 'Ka' schedule land and the saham of the defendant Nos.3 and 5 are 5(five) decimals of land in Dag Nos.2670, 2671 and 2672 which is part of 'ka' schedule land and is situated at the south of 'Kha' schedule land.

Since the dispute between the parties has been settled by compromise, in light of the above provision of law, we are inclined to accept the compromise petition for disposing of the same in terms of the said Compromise Petition.

Resultantly, the Rule is disposed of based on the Compromise Petition.

Let the Compromise Petition be part of the decree.

The impugned Judgment and decree dated 25.04.2012, passed by the learned District Judge, Barishal, in Title Appeal No. 37 of 2010 by allowing the appeal, sending the case on remand to the trial court for trial afresh and setting aside the

judgment and decree dated 12.10.2009 passed by the learned Joint District Judge, Barishal in Title Suit No.31 of 2004 is set aside. And the judgment and decree dated 12.10.2009 decreeing the suit passed by the learned Joint District Judge, Barishal in Title Suit No.31 of 2004 are hereby set aside.

The order of status quo passed by this Court at the time of issuance of the Rule is vacated.

Communicate the Judgment and send down the lower courts record at once.

(MD. SALIM, J).

Kabir/BO